

CAUSE NO. 22-CV-0675

SALT & PEPPER RESTAURANTS, INC.

Plaintiff/Garnishor,

VS.

**TIGHT ENDS SPORTS BAR & GRILL, LLC
and TIMOTHY DUNGAN**

Defendants,

VS.

BANKSOUTH

Garnishee.

IN THE DISTRICT COURT

GALVESTON COUNTY, TEXAS

56th JUDICIAL DISTRICT

PLAINTIFF’S NO-EVIDENCE AND TRADITIONAL MOTION FOR SUMMARY JUDGMENT ON COUNTERCLAIM WITH REQUEST FOR ORAL HEARING

Plaintiff Salt & Pepper Restaurants, Inc. (“Plaintiff”) files this No-Evidence and Traditional Motion for Summary Judgment, with a Request for Oral Hearing, on the Counterclaim filed by Defendant Tight Ends Sports Bar & Grill, LLC (“Tight Ends”), as follows:

SUMMARY

This landlord-tenant dispute arises from breach of a commercial lease signed in 2016 by Plaintiff, as Landlord, and Tights End, as Tenant. There is no dispute Tight Ends failed to pay rent as due under the Lease. For the sole purpose of delay, Tight Ends conjured up an allegation that Plaintiff knew about future construction work performed by the Texas Department of Transportation in 2017. Tight Ends alleges Plaintiff “intentionally misled” Tight Ends about road construction on an exit ramp near the leased premises, purportedly disrupting Tight Ends’ customer traffic and business.

Tight Ends filed its Counterclaim on July 22, 2022, including causes of action for violation of the Texas DTPA, fraudulent inducement, and negligent misrepresentation.

The Counterclaim must be dismissed for the following independent reasons.

First, Tight Ends' owner and corporate representative confirmed Tight Ends has "no evidence" that Plaintiff knew about future construction work performed by TxDOT. To that end, there is no evidence of elements needed to support each cause of action in the Counterclaim.

Second, Tight Ends' owner confirmed the construction work near the Premises started in 2017. The Counterclaim is barred under the applicable statutes of limitation. Tight Ends did not file its Counterclaim for five (5) years, despite observing the construction work in 2017 and knowing the exit ramp near the premises shut down in March of 2018 at the latest.

Third, Tight Ends' Counterclaim is barred under the economic loss rule.

Fourth, Tight Ends' counterclaim for violation of the DTPA is precluded because Tight Ends is a limited liability company. Tight Ends is not a "consumer" as required under the DTPA.

SUMMARY JUDGMENT EVIDENCE

In support of this motion, Plaintiff submits the following evidence:

Exhibit 1: The May 2016 Lease Agreement between Plaintiff and Tight Ends.¹

Exhibit 2: Excerpts from the May 24, 2023 deposition transcript of Timothy Dungan, in his individual capacity and as the corporate representative of Tight Ends.

FACTUAL BACKGROUND

On or about May 20, 2016, Plaintiff and Tight Ends signed the Lease for Tight Ends to run a commercial establishment at the Premises.² As part of the Lease, Tight Ends agreed there were no verbal representations, warranties, or understandings outside of the Lease.³

¹ Plaintiff incorporates by reference, as if fully set forth herein, Exhibits A and C to its Motion for Partial Summary Judgment filed on October 24, 2022, which includes a declaration from Mohammed Amin Lakhani (representative of Plaintiff) proving up the Lease as a true and correct copy of same under oath.

² See Ex. 1.

³ See *id.* at § 15.06.

Tight Ends alleges Plaintiff “knew that the road construction was to occur, but intentionally misled Tight Ends by failing to disclose this material information.”⁴ Plaintiff deposed Defendant Timothy Dungan (“Dungan”), the owner and corporate representative for Tight Ends, and asked about specific allegations in the Counterclaim. During his deposition, Dungan confirmed TxDOT began construction work near the Premises by the summer of 2017 at the latest.⁵ Tight Ends did not file its Counterclaim until July 22, 2022, approximately five (5) years after the construction work started. As a matter of common sense, Dungan confirmed Plaintiff does not control work performed by TxDot.⁶

Dungan further confirmed he had “no facts or evidence” showing Plaintiff knew about future road construction projects when the Lease was executed or misled Tight Ends, as follows:

Q. And your contention is that he knew at that time what they were going to do?

A. Yes.

Q. But you don't have any evidence or documents to support that?

A. No, no.

Q. So on 17, when it says they “knew the road construction was going to incur but intentionally misled Tight Ends by failing to disclose material information,” that's based on -- you don't have any facts or evidence to support that?

A. I don't.

Q. So going back up to 16, that would have been in '17 that it was closed?

A. Correct.

Q. And at that time --

A. That project started, I believe, in '17.

Q. Okay. At that time did you e-mail Mr. Lakhani or anyone at Salt & Pepper?

A. I don't believe so. I did meet with him.

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⁴ See First Amended Counterclaim at ¶ 17.

⁵ See Ex. 2 at 63:10-25.

⁶ See Ex. 2 at 67:13-23.

⁷ See Ex. 2 at 64:11-24.

Regarding the specific exit ramp located near the leased premises, Dungan said it was “absolutely” closed as of March 2018:

4 Q. It looks like your revenues go up in December
5 of '17.
6 A. Okay.
7 Q. Is that correct?
8 A. Looks like it, yeah.
9 Q. So do you think the ramp was closed then?
10 A. No.
11 Q. What about in March of 2018?
12 A. I do. I do believe it was closed back then.
13 Absolutely. Because if I remember correctly, it was in
14 the summer of 2018 that I met with your client.
15 Q. And your allegation is that my client, back in
16 May of 2016, knew?
17 A. Approximately.
18 Q. That that ramp was going to be closed, right?
19 A. That's correct.
20 Q. Okay. But you don't have any documents or
21 other evidence to support that?
22 A. I do not.

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SUMMARY JUDGMENT STANDARD

A party may file a single motion “requesting summary judgment on both traditional and no-evidence grounds.”⁹ If a party files such a motion, the court first addresses the no-evidence grounds.¹⁰ “[I]f the non-movant fails to produce legally sufficient evidence to meet his burden as to the no-evidence motion, there is no need to analyze whether the movant satisfied its burden under the traditional motion.”¹¹

⁸ See Ex. 2 at 71:4-22.

⁹ See *Binur v. Jacobo*, 135 S.W.3d 646, 650 (Tex. 2004).

¹⁰ *Merriman v. XTO Energy, Inc.*, 407 S.W.3d 244, 248 (Tex. 2013).

¹¹ *Id.*

A. No-Evidence Motion for Summary Judgment Standard

After an adequate time for discovery, a defendant may move for summary judgment on the ground there is no evidence supporting one or more element of the plaintiff's claims.¹² An adequate time for discovery is determined by the evidence necessary to controvert the motion and the length of time the case has been active in the trial court.¹³ The trial court *must* grant the no-evidence motion unless the plaintiff produces summary judgment evidence raising a genuine issue of material fact on the challenged elements.¹⁴ A fact is "material" only if it might affect the outcome of the suit under the substantive law.¹⁵ Here, the discovery period has closed pursuant to the Court's docket control order in this case. The Parties have exchanged written discovery and had ample time to conduct depositions. An adequate time for discovery has passed.

B. Traditional Motion for Summary Judgment Standard

Summary judgment is appropriate when no genuine issue of material fact exists, and the movant is entitled to judgment as a matter of law on the issues presented.¹⁶ A party who conclusively negates at least one of the essential elements of a cause of action or conclusively establishes an affirmative defense is entitled to summary judgment.¹⁷ Summary judgment rulings are determined based on a review of the pleadings, discovery responses, and testimony on file at the time of the hearing.¹⁸

¹² See TEX. R. CIV. P. 166a(i); *Haver v. Coats*, 491 S.W.3d 877, 881 (Tex. App.—Houston [14th Dist.] 2016, no pet.).

¹³ See *Dickson Constr., Inc. v. Fidelity & Deposit Co. of Md.*, 5 S.W.3d 353, 356-57 (Tex. App.—Texarkana 1999, pet. denied).

¹⁴ See *Macias v. Fiesta Mart, Inc.*, 988 S.W.2d 316, 317 (Tex. App.—Houston [1st Dist.] 1999, no pet.).

¹⁵ See *id.*; see also *Moore v. K-Mart Corp.*, 981 S.W.2d 266, 269 (Tex. App.—San Antonio 1998, pet. denied).

¹⁶ See TEX. R. CIV. P. 166a(c); *Murphy Expl. & Prod. Co.-USA v. Adams*, 560 S.W.3d 105, 108 (Tex. 2018).

¹⁷ See *Frost Nat'l Bank v. Fernandez*, 315 S.W.3d 494, 508 (Tex. 2010).

¹⁸ See TEX. R. CIV. P. 166a(c).

ARGUMENT AND AUTHORITY

A. **Tight Ends has no evidence of any representation needed to support its Counterclaim.**

Negligent misrepresentation requires evidence of a material representation that is justifiably relied on.¹⁹ Violation of the DTPA likewise requires the existence of a false, misleading, or deceptive act causing alleged damages.²⁰ Similarly, common-law fraud includes two species of fraud: (a) “simple fraud” generally involving false representations of material fact, and (b) fraudulent inducement arising from representations in the context of a contract as alleged by Tight Ends.²¹ Under either category, common-law fraud requires Tight Ends prove it relied on a representation of material fact from the defendant.²² Accordingly, for all causes of action in its Counterclaim, Tight Ends must establish the existence of a misrepresentation or deceptive act.

No such evidence exists here. On behalf of Tight Ends, Dungan admitted in his deposition that he has no “facts or evidence” in support of misrepresentation or deceptive act.²³ Given the complete absence of any evidence supporting elements for all causes of action in the Counterclaim, the Counterclaim must be dismissed.

B. **The Counterclaim is barred by the statute of limitations.**

All of Tight Ends’ counterclaims are time-barred. A claim under the DTPA is subject to a two-year statute of limitation, and accrues on the date the plaintiff discovered or should have discovered the deceptive act.²⁴ A two-year limitation period applies to claims for negligent

¹⁹ See, e.g., *JPMorgan Chase Bank v. Orca Assets, G.P., L.L.C.*, 546 S.W.3d 648, 653-54 (Tex. 2018).

²⁰ See Tex. Bus. & Com. Code § 17.41 *et seq.*

²¹ See *Int’l Bus. Machines Corp. v. Lufkin Indus., LLC*, 573 S.W.3d 224, 228 (Tex. 2019); *Anderson v. Durant*, 550 S.W.3d 605, 614 (Tex. 2018).

²² See *id.*; see also *Ernst & Young, L.L.P. v. Pac. Mut. Life Ins. Co.*, 51 S.W.3d 573, 578 (Tex. 2001); *Ins. Co. of N. Am. v. Morris*, 981 S.W.2d 667, 674 (Tex. 1998); *Green Intern., Inc. v. Solis*, 951 S.W.2d 384, 390 (Tex. 1997); *Moore v. Altra Energy Techs., Inc.*, 321 S.W.3d 727, 736 (Tex. App.—Houston [14th Dist.] 2010, pet. denied).

²³ See Ex. 2 at 64:11-24; 71:4-22.

²⁴ See Tex. Bus. & Com. Code § 17.565; *Gonzalez v. Southwest Olshan Found. Repair Co.*, 400 S.W.3d 52, 57 (Tex. 2013).

misrepresentation as well.²⁵ The limitations period for fraud is four years, and accrues at the time a plaintiff acts in reliance.²⁶ Notwithstanding Tight Ends' admission it has no evidence in support of its legal theories, it knew about road construction work in 2017, "absolutely" knew the specific road exit near its premises was closed as of March 2018.²⁷ Tight Ends did not file its Counterclaim until July 22, 2022, thus precluding all of its claims.

C. The economic loss rule precludes Tight Ends' claims.

The economic loss rule precludes recovery under tort theories if damages arise from contractual expectations or performance.²⁸ Plaintiff acknowledges The Supreme Court of Texas created a "carve-out exception" to the economic loss rule for fraudulent inducement claim like the claim asserted by Tight Ends.²⁹ However, this exception to the economic loss rule does not apply if the alleged representation occurred after contract formation.³⁰ Hence, the economic loss rule bars the Counterclaim entirely if Tight Ends hypothetically alleges a misrepresentation occurring after the Lease was signed.

²⁵ See, e.g., *Westview Drive Invs. v. Landmark Am. Ins.*, 522 S.W.3d 583, 597 (Tex. App.—Houston [14th Dist.] 2017, pet. denied).

²⁶ See Tex. Civ. Prac. & Rem. Code § 16.004(a)(4); *Exxon Corp. v. Emerald Oil & Gaps Co.*, 348 S.W.3d 194, 216 (Tex. 2011).

²⁷ See Ex. 2 at 64:11-24; 71:4-22.

²⁸ See *Jim Walter Homes, Inc. v. Reed*, 711 S.W.2d 617, 618 (Tex. 1986); *W. Loop Hosp., LLC v. Houston Galleria Lodging Associates, LLC*, 649 S.W.3d 461, 487 (Tex. App.—Houston [1st Dist.] 2022, pet. denied), reh'g denied (May 19, 2022); *Hooker v. Nguyen*, 2005 WL 2675018, at *7 (Tex. App.—Houston [14th Dist.] Oct. 20, 2005, pet. denied); *Sterling Chemicals, Inc. v. Texas Inc.*, 259 S.W.3d 79, 797 (Tex. App.—Houston [1st Dis.] 2007, pet. denied); *Salek v. SunTrust Mortg., Inc.*, 2018 WL 3756887, at *6 (S.D. Tex. Aug. 8, 2018).

²⁹ See *Formosa Plastics Corp. USA v. Presidio Engineers & Contractors, Inc.*, 960 S.W.2d 41, 46 (Tex. 1998).

³⁰ See *W. Loop Hosp., LLC*, 649 S.W.3d at 487 (Tex. App.—Houston [1st Dist.] 2022, pet. denied); *Hooker v. Nguyen*, 2005 WL 2675018, at *7 (Tex. App.—Houston [14th Dist.] Oct. 20, 2005, pet. denied) (holding economic loss rules applies to "fraud that allegedly occurs after the formation of a contract and that results only in loss to the subject of the contract.").

D. The DTPA claim is precluded because Tight Ends is not a “consumer.”

Violation of the DTPA requires a claimant establish itself as a “consumer.”³¹ The DTPA specifically defines “consumer” as an individual, partnership, or corporation.³² The definition does not include LLC’s like Tight Ends. Similar to the prior version of Chapter 38 of the Texas Civil Practice & Remedies Code on the recovery of attorneys’ fees, the legislature’s intent and plain language specifically excludes LLC’s from the consumer definition under the DTPA.³³ While the legislature amended Chapter 38 to include all business entities for purposes of recovering attorneys’ fees, it has not done so with respect to the DTPA. Tight Ends is not a consumer under the DTPA.

REQUEST FOR ORAL HEARING

Plaintiff requests the Court set an oral hearing on this Motion in accordance with Texas Rule of Civil Procedure 166a.

PRAYER

For these reasons, Plaintiff respectfully requests that the Court grant its No-Evidence and Traditional Motion for Summary Judgment, dismiss all counterclaims asserted by Tight Ends, and award any other relief at law or in equity to which Plaintiff may be entitled.

³¹ See, e.g., *Doe v. Boys Clubs*, 907 S.W.2d 472, 478 (Tex. 1995).

³² See Tex. Bus. & Com. Code § 17.45.

³³ See *Alta Mesa Holdings, L.P. v. Ives*, 488 S.W.3d 438, 453 (Tex. App.—Houston [14th Dist.] 2016, pet. denied); *CBIF Ltd. P'ship v. TGI Friday's Inc.*, 2017 WL 1455407, at *25 (Tex. App.—Dallas Apr. 21, 2017, pet. denied).

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was duly furnished to the following counsel of record electronically through the electronic filing manager (www.efiletexas.gov) on this 23rd day of August 2023 as follows:

John P. Henry
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Attorney for Defendants

/s/ Preston T. Kamin

Preston T. Kamin

EXHIBIT 1

LEASE AGREEMENT

SALT & PEPPER RESTAURANTS, INC, LANDLORD

TIGHT ENDS SPORTS BAR & GRILL, LLC, TENANT

**2502 GULF FREEWAY
LEAGUE CITY, GALVESTON COUNTY, TEXAS 77573**

Date: May 20, 2016

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into this 20th day of May, 2016 (the "Execution Date") by and between Salt & Pepper Restaurants, Inc. (hereinafter referred to as "Landlord"), and Tight Ends Sports Bar & Grill, LLC., (hereinafter referred to as "Tenant").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise, and lease to Tenant, and Tenant does hereby lease from Landlord, and shall have peaceable possession of the Leased Premises (hereinafter defined) for the Lease Term (hereinafter defined) on the terms and conditions stated herein.

1. **Defined Terms.** The following defined terms shall have the specified meaning when used in this Lease:

- (a) **Leased Premises:** All of the property and improvements and all restaurant equipment located at 2502 Gulf Freeway, League City, Galveston County, Texas, 77573, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").
- (b) **Lease Term:** The Lease Term begins on the Commencement Date and will continue for fifteen (15) years (180 months) following the Rent Commencement Date, unless extended as provided herein.
- (c) **Commencement Date:** The date that Landlord delivers possession of the Leased Premises to Tenant, presently estimated to be July 1, 2016.
- (d) **Basic Rent:** \$32,000.00 per month beginning on the earlier of (i) the date Tenant first opens for business at the Leased Premises, or (ii) September 1, 2016 (the "Rent Commencement Date"), subject to the following escalations: Beginning on the fifth anniversary of the Rent Commencement Date and continuing on each anniversary thereafter through the Lease Term, including any extensions or renewals of the Lease Term (each, an "Adjustment Date"), Basic Rent shall increase by an amount equal to the percentage increase in the monthly CPI (defined below) measured from the immediately preceding Adjustment Date (or in the case of the first Adjustment Date, the fourth anniversary of the Rent Commencement Date) to the current Adjustment Date (each, an "Adjustment Year"). CPI increases shall not exceed a total of ten percent (10%) per each consecutive five (5) Adjustment Year period of the Lease Term. As used herein, "CPI" shall mean the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers (CPI-U), Houston-Galveston-Brazoria, Texas, All Items, Base Period: 1982-84=100 (see, <http://www.bls.gov/news.release/cpi.t03.htm>). The most recent monthly CPI published as of the Adjustment Date shall be used to make the calculations required by this paragraph. No decrease in CPI over an Adjustment Year shall reduce Basic Rent.
- (f) **Notices and Addresses:**

Landlord:	Salt & Pepper Restaurants, Inc. 1215 Celeste Court Sugar Land, Texas 77479
Tenant:	Tight Ends Sports Bar & Grill, LLC 1603 Wildfire Lane Frisco, Texas 75033

- (g) **Permitted Use:** A sports bar and grill restaurant operating under the name “Tight Ends,” or such other name as may be approved by Landlord, which approval shall not be unreasonably withheld.
- (h) **Monthly Tax and Insurance Payment:** \$4,857.41 on a monthly basis beginning on the Commencement Date, subject to adjustment as set forth in Section 3.03.
- (i) **Default Rate:** Eighteen percent (18%) per annum.
- (j) **Guarantor:** Day Star Restaurant Holdings, LLC
- (k) **Security Deposit:** \$32,000.00, paid as of the Execution Date.
- (l) **Outside Opening Date:** November 1, 2016.
- (m) **Lease Consideration:** Tenant shall pay to Landlord the sum of One Hundred Thousand Dollars (\$100,000.00) within three (3) business days after the Execution Date, and an additional Seventy-Five Thousand Dollars (\$75,000.00) sixty (60) days following the Rent Commencement Date (collectively, the “Lease Consideration”). The Lease Consideration represents additional consideration for Landlord’s agreement to execute this Lease and wind down Landlord’s existing business at the Premises, and does not represent any prepayment of Rent, and no credit or offset for any portion of the Lease Consideration shall be given to Tenant for any amount owed by Tenant under this Lease. The Lease Consideration is fully earned and non-refundable when paid. In the event the Lease Consideration is not paid within three (3) business days as set forth above, Landlord may terminate this Lease upon written notice to Tenant.
- (n) **Rent:** All Basic Rent and Monthly Tax and Insurance Payments due under this Lease, as well as all other sums due under this Lease other than the Lease Consideration.

ARTICLE 2. TERM

2.01. Holdover. Tenant shall vacate the Leased Premises upon expiration of the Lease Term. If Tenant holds over and continues in possession of the Leased Premises after expiration of the Lease Term, Tenant will be deemed to be occupying the Leased Premises as a tenant at will, subject to all of the terms and conditions of this Lease, provided that Tenant shall pay the greater of (i) the then monthly Rent (without proration) then in effect for any holdover period less than a month, or (ii) a daily base rental equal to 1/15th of the Rent then in effect for so long as Tenant holds over and continues in possession of the Leased Premises.

2.02. Option to Extend. Tenant is hereby granted the Option to Extend the Lease Term under the same terms, covenants, and conditions, as contained in this Lease. The option shall be exercised by written notice setting forth Tenant's election to exercise the option delivered to Landlord in person or by United States mail not later than nine (9) months prior to the expiration of the Lease Term or applicable extended period. Tenant's right to exercise the Option to Extend shall be conditioned upon Tenant not being in default both at the time the Option to Extend is exercised and at the expiration of the Lease Term or applicable extended period. As used herein, "Option to Extend" shall mean three (3) options to extend the Lease Term for additional consecutive periods of five (5) years each. Failure to exercise any Option to Extend will result in the termination of each subsequent Option to Extend.

2.03. Commencement Date Delays. In the event Landlord is unable to deliver possession of the Leased Premises to Tenant by July 1, 2016, Landlord shall have no liability for such delay, provided that in the event the delay exceeds thirty (30) days, Tenant shall have the right to terminate this Lease after giving written notice to Landlord ("Termination Intent Notice") that Tenant intends to terminate the Lease unless the Leased Premises are delivered to Tenant within thirty (30) days from the date of the Termination Intent Notice. If Landlord fails to timely deliver the Leased Premises as provided in the Termination Intent Notice, then Tenant may, within ten (10) days thereafter, terminate this Lease by written notice to Landlord, whereupon neither party shall have any further liability to the other party and Landlord shall return to Tenant all sums previously paid by Tenant to Landlord hereunder.

ARTICLE 3. RENT

3.01. Basic Rent. Tenant will pay to Landlord the Basic Rent by ACH transfer from the Rent Commencement Date and continuing throughout the Lease Term on the first day of each month, without demand, offset or deduction. Basic Rent for any fractional month at the beginning and at the end of the Lease Term shall be prorated on a per diem basis.

3.02. Late Charges. Tenant's failure to pay sums due hereunder in full when due may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, deed of trust or mortgage encumbering the Property. Therefore, if any sum due hereunder is not received in full within 10 days after the date due, Tenant shall pay to Landlord a late charge equal to 10% of the full amount of all sums not paid in full which are then 10 days past due and owing to Landlord. Late charges payable by Tenant shall be considered additional rent.

3.03. Monthly Tax and Insurance Payment. Beginning on the Commencement Date and continuing throughout the Lease Term on the first day of each month, Tenant shall pay to Landlord, as additional rent along with Basic Rent, by ACH transfer the Monthly Tax and Insurance Payment set forth in Section 1(g) above. Not later than one hundred twenty (120) days following the close of each calendar year, Landlord shall provide Tenant an accounting showing in reasonable detail all computations of

additional rent due pursuant to Sections 4.04(c) and 6.02. If the total Monthly Tax and Insurance Payments for the calendar year exceed the amount exceed Landlord's tax and insurance cost under Section 4.04(c) and 6.02, Landlord shall apply the excess to the next payment of Basic Rent or additional rent due under this Lease or refund the excess to Tenant. If the total Monthly Tax and Insurance Payments for the calendar year are less than the amount of Landlord's tax and insurance cost under Section 4.04(c) and 6.02, Tenant shall pay the shortfall to Landlord as additional rent within fifteen (15) days after receipt of Landlord's reconciliation and the amount of Monthly Tax and Insurance Payments going forward shall be adjusted accordingly.

ARTICLE 4. USE OF PREMISES

4.01. Permitted Use. Tenant will use the Leased Premises only for the Permitted Use, unless Landlord shall give Tenant prior written consent for a different use. Tenant will not use the Leased Premises in violation of any applicable restrictive covenants. Any trade name or trademark used at the Leased Premises shall be approved by Landlord, such approval not to be unreasonably withheld.

4.02. Insurance Hazards. Tenant shall not use, or permit the use of, the Leased Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies insuring the Leased Premises or any improvements on the Leased Premises, or insuring the Landlord for any liability in connection with ownership of the Leased Premises.

4.03. Waste, Nuisance, or Illegal Uses. Tenant shall not use, or permit the use of, the Leased Premises in any manner that results in waste of the Leased Premises or constitutes a nuisance. Tenant at its own expense will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances, and with all applicable rules and regulations of governmental agencies concerning the use of the Leased Premises.

4.04. Insurance.

(a) Tenant will maintain insurance on the Leased Premises of the following character:

(i) Insurance against loss by fire, flood, lightning and other risks written on the broadest available "all-risk" ("special form") policy form or an equivalent form acceptable to Landlord, in amounts sufficient to prevent Landlord or Tenant from becoming a coinsurer of any loss but in any event in amounts not less than 100% of the actual replacement cost (new without deduction for depreciation) of Tenant's personal property, the Personal Property (as defined in Section 4.10), and any improvements made by Tenant to the Leased Premises. Landlord must be named as an "insured as its interest may appear" under this policy.

(ii) Commercial general liability insurance ("Liability Insurance") written on an "occurrence" policy form, against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, in amounts no less than (1) \$2,000,000.00 combined single limit each occurrence for bodily injury and property damage and contractual liability, (2) \$2,000,000.00 general aggregate limit, (3) \$2,000,000 product-completed aggregate limit, and (4) \$1,000,000 personal and advertising injury limit. In addition, the insurance required by this Section will waive subrogation, will cover contractual liability (including, without limitation the indemnities in this Lease), and will delete the contractual liability exclusion with respect to personal injury.

(iii) Worker's compensation in the minimum required statutory amounts and employer's liability insurance in respect of any work by employees of Tenant on or about the Leased Premises.

(iv) Business interruption insurance in an amount sufficient to cover at least 12 months of Rent due under this Lease.

(v) Liquor liability insurance providing, on an occurrence basis, a per occurrence limit of not less than \$1,000,000.

The foregoing amounts of coverage are minimum amounts required by Landlord. Tenant acknowledges that Landlord does not assess or recommend the proper amount of insurance required by Tenant, and Tenant shall obtain such additional coverage as may be necessary to manage the risks associated with the operations of its business at the Leased Premises.

(b) Tenant shall deliver to Landlord original or duplicate endorsements of insurance, satisfactory to Landlord, evidencing the existence of all insurance which is required to be maintained by Tenant hereunder, such delivery to be made (i) upon the execution and delivery hereof and (ii) at least 10 days prior to the expiration of any such insurance. Any insurance required hereunder may be provided under blanket policies provided that the Leased Premises is specified therein, provided that such blanket policies include a per location endorsement covering the Leased Premises. The insurance required of Tenant must be issued by an insurance company with a rating of no less than A-VIII in the current Best's Insurance Guide, or A- in the current Standard & Poor Insurance Solvency Review, or that is otherwise acceptable to Landlord; be primary insurance for all claims under it and provide that any insurance carried by Landlord and any lender of Landlord is strictly excess, secondary and noncontributing with any insurance carried by Tenant; and provide that insurance may not be canceled, nonrenewed or the subject of material change in coverage or available limits of coverage, except upon thirty (30) days' prior written notice to Landlord and Landlord's lender. All deductibles and self-insured retentions are subject to prior approval by Landlord. Tenant will cause Landlord and any lender of Landlord to be named as "additional insureds" on all policies by endorsement satisfactory in form and substance to Landlord.

(c) Landlord shall upon the commencement of and throughout the Lease Term, carry Causes of Loss – Special Form (formerly "all risk") property, flood, hail and windstorm insurance, with a reputable insurance company authorized or qualified to do business in the state of Texas on the improvements situated on the Leased Premises in the aggregate amount of the full, new replacement cost of the improvements. Tenant shall pay Landlord, as additional rent, an amount equal to the cost of the insurance maintained by Landlord pursuant to this Section 4.04(c) in the manner described in Section 3.03 above.

4.05. Waiver of Subrogation. Landlord and Tenant agree that, in the event of loss to the other party due to any of the perils for which the party incurring the loss has agreed to provide or has provided property insurance, such party will look solely to such party's property insurance for recovery. Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, or their respective property, the Leased Premises, or its contents arising from any risk which is insured against by either party or is required to under this Lease to be insured against by the injured party under a standard policy of full replacement cost insurance for fire, extended coverage and all risk coverage, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of the uninjured party (this waiver shall not apply, however, to any damage caused by intentionally wrongful actions or omissions). In addition, Landlord and Tenant, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any such insurance company may have against

Landlord or Tenant, as the case may be. Landlord and Tenant will deliver notice of this Section 4.05 to its property insurance carriers.

4.06. Signs. Tenant shall not place, install or attach any signage, decorations, advertising media, blinds, draperies, window treatments, bars, or security installations on any exterior windows of the Leased Premises without Landlord's prior written approval, such approval not to be unreasonably withheld. Tenant shall repair, paint, and/or replace any portion of the Leased Premises damaged or altered as a result of its signage when it is removed. Landlord shall not be required to notify Tenant of whether it consents to any sign until it (1) has received detailed, to-scale drawings thereof specifying design, material composition, color scheme, and method of installation, and (2) has had a reasonable opportunity to review them.

4.07. Locks. Landlord shall at all times retain a key with which to unlock all of the doors in, upon, and about the Leased Premises. Tenant shall coordinate with Landlord any change in Landlord's lock system, and shall not in any manner prohibit Landlord from entering the Leased Premises.

4.08. No-Smoking. No smoking is permitted in the building on the Leased Premises.

4.09. Utilities. During the Lease Term, Tenant shall pay for all water, fuel, gas, oil, heat, electricity, power, materials, and services which may be furnished to it or used by it in or about the Leased Premises, including all meters, connection and related charges and fees.

4.10 Personal Property. The lease of the Leased Premises to Tenant shall include the use of the personal property located on or within the Leased Premises listed in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Personal Property"), including, but not limited to, all restaurant equipment, kitchen equipment, bar equipment, coolers, patio furniture, tables and chairs, utensils, plates, all televisions, Aloha System, and Sound System. The Personal Property shall be delivered by Landlord in good working condition. Throughout the Lease Term, Tenant shall make such repairs, perform such maintenance and make such replacements as is required to keep the Personal Property in at least the condition in which it was delivered by Landlord on the Commencement Date, ordinary wear and tear excepted. Landlord shall retain the Quaker Steak & Lube Décor Package and Sign Package. Landlord, at Landlord's sole expense, shall remove all of the Décor and Signage no later than Commencement Date of Lease. TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS INSPECTED AND EXAMINED THE PERSONAL PROPERTY TO THE EXTENT DEEMED NECESSARY BY TENANT IN ORDER TO ENABLE TENANT TO EVALUATE THE CONDITION OF THE PERSONAL PROPERTY, AND TENANT ACKNOWLEDGES THAT TENANT IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PERSONAL PROPERTY PRIOR TO ENTERING INTO THIS LEASE. EXCEPT AS PROVIDED ABOVE, TENANT HEREBY ACCEPTS THE PERSONAL PROPERTY ON THE COMMENCEMENT DATE IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS, MERCHANTABILITY, OR SUITABILITY), OR ARISING BY OPERATION OF LAW. TENANT HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PERSONAL PROPERTY.

Tenant shall not pledge or otherwise finance or lease any of the Personal Property or any replacements. Any replacements of the Personal Property shall become Personal Property and shall be

returned to Landlord upon the expiration or termination of this Lease. Tenant may not relocate any of the Personal Property from the Leased Premises without replacing such Personal Property with an item with comparable or better condition and features.

4.11 Required Opening; Continuous Operation. Tenant shall open for business to the public no later than the Outside Opening Date, and shall, for the full Term, remain open and operating to the public as the Permitted Use, except for periods of remodeling not to exceed 30 days or rebuilding due to casualty or condemnation.

ARTICLE 5. MAINTENANCE AND SURRENDER

5.01. Maintenance and Surrender by Tenant. Except as provided in Section 5.02, Tenant, at its expense, shall maintain the Leased Premises throughout the Lease Term in good condition, appearance and state of repair, including, but not limited to, making all repairs and replacement necessary to keep the Leased Premises in that condition. Tenant, at its expense, will keep the Leased Premises free from waste or nuisance. Tenant's maintenance obligation will include the performance of all maintenance obligations required of Landlord pursuant to any agreements with adjoining property owners providing joint access, parking or signage. At the termination or expiration of this Lease, Tenant shall deliver the Leased Premises in as good a state of repair and condition as they were when Tenant first took occupancy and in the condition maintained by Tenant throughout the Lease Term, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. Should Tenant neglect to reasonably maintain the Leased Premises, Landlord shall have the right, but not the obligation, to cause repairs or corrections to be made, and Tenant shall pay Landlord the reasonable costs incurred for such repairs, plus an administrative fee of twenty percent (20%) of such cost or \$50.00 per repair (whichever is greater), as additional rent on the next rental installment date.

Without limiting the generality of the foregoing, except as provided in Section 5.02, Tenant shall maintain and repair the plumbing systems, electrical systems, venting systems, store fronts, doors, window, door frames, locks, hardware, roof, sidewalks, service-ways and loading areas adjacent to the Leased Premises, and keep same neat, clean, safe and free from dirt, rubbish, insects and pests at all times. Tenant shall arrange for the regular pickup of such trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage on the Leased Premises. All grease and other recyclable kitchen waste shall be stored and disposed of in a manner consistent with all Applicable Laws and best restaurant practices. Furthermore, Tenant shall replace all cracked or broken glass, and shall keep all plumbing units, pipes and connections free from obstruction and leaks, and protected against ice and freezing. Tenant shall be responsible for the cleaning and maintenance of any grease trap serving the Leased Premises and shall enter into, and furnish Landlord a copy of upon request, a grease trap cleaning contract reasonably acceptable to Landlord.

Without limiting the generality of the foregoing, Tenant shall maintain the HVAC system at the Leased Premises, and enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all hot water, heating and air conditioning systems and equipment within the Leased Premises. The maintenance contractor and the contract must be approved by Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Leased Premises. Tenant shall from time to time upon request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within the thirty (30) day period preceding move out by Tenant, Tenant shall have the systems and equipment checked and serviced to ensure proper functioning and shall furnish Landlord satisfactory proof thereof upon request.

6.01. Maintenance Obligation on Landlord. Landlord shall maintain the foundation and structural walls of the Leased Premises. Otherwise, Landlord shall have no express or implied obligation to maintain or repair the Leased Premises, or to provide any services to the Leased Premises.

ARTICLE 6. TAXES

6.01. Tenant's Property. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in or on the Leased Premises, including the Personal Property described in Section 4.10. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, or fixtures placed by Tenant in the Leased Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable under this Section. Tenant will provide Landlord with a copy of the tax receipt on the Personal Property prior to delinquency.

6.02 Leased Premises. Tenant shall be responsible for all ad valorem and other real property related taxes, assessments, charges, and fees of any kind levied or assessed against the Leased Premises ("Taxes"). Tenant shall pay Landlord the Monthly Tax and Insurance Payment, as additional rent, in order to reimburse Landlord to all Taxes paid or accruing during the Lease Term, including Landlord's cost of any protest of Taxes, in the manner described in Section 3.03. Either Landlord or Tenant may protest assessments from time to time.

ARTICLE 7. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

7.01. Consent of Landlord. Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Landlord. All improvements made by Tenant must comply with the requirements of the Americans with Disabilities Act (the "ADA"). Tenant shall bear the expense of ADA compliance regarding any improvements made by Tenant.

7.02. Property of Landlord. All permanent, non-moveable alterations, additions, or improvements made by Tenant shall become the property of Landlord at the termination or expiration of this Lease. If Landlord so elects, all alterations, additions or improvements made by Tenant without obtaining Landlord's prior written consent shall be removed by Tenant promptly upon termination or expiration of this Lease, and Tenant shall repair any damage caused by such removal.

7.03. Trade Fixtures. Tenant shall have the right at all times to erect or install furniture and fixtures, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant shall have the right to remove such items at the termination or expiration of this Lease, provided Tenant is not in default at that time and the fixtures can be removed without structural damage to the Leased Premises. Prior to the termination or expiration of this Lease, Tenant must repair any damage caused by removal of any fixtures, reasonable wear and tear excepted. Any furniture or fixtures that have not been removed by Tenant at the termination or expiration of this Lease and Tenant's vacating of the Leased Premises shall, at Landlord's option be deemed abandoned by Tenant and become the property of Landlord.

7.04. Roof Modifications. Any work at the Leased Premises performed by Tenant causing venting, opening, sealing, waterproofing, or in any way altering of the roof of the building on the Leased Premises ("Roof Modifications") shall be performed at Tenant's expense either, at Landlord's election, by (a) Landlord, or (b) Tenant, who shall contract directly with the roofing contractor designated by Landlord (a "Roof Contractor"). In the event any such Roof Modifications are made during the Term

pursuant to (b) above, Tenant shall provide Landlord with a certificate from the Roof Contractor certifying and warranting (with language acceptable to Landlord) that the Roof Modifications (i) were made by the Roof Contractor substantially in accordance with the original plans and specifications for the Leased Premises, and (ii) have not in any way diminished or impaired any roof warranty running in favor of Landlord. Tenant hereby indemnifies, defends and holds harmless Landlord from any personal injury or damage to the Leased Premises or personal property resulting, directly or indirectly, from any Roof Modification made pursuant to (b) above unless such a certificate from the Roof Contractor has been delivered to and accepted by Landlord before the date of any such loss. This Section shall also apply to any personal property or equipment located on the roof of the Building which Tenant may remove upon the expiration or earlier termination of the Lease. Tenant shall repair any damages relating to the removal of same (including repairing any roof damage or penetrations that compromise or could jeopardize the water tightness or structural integrity of the building on the Leased Premises), and Tenant hereby indemnifies, defends and holds harmless Landlord from any personal injury or damage to the Leased Premises or personal property resulting, directly or indirectly, from any such removal or repair.

ARTICLE 8. DAMAGE OR DESTRUCTION

8.01. Notice to Tenant. If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice of the damage or destruction to Landlord, including a description of the damage and, as far as known to Tenant, the cause of the damage.

8.02. Total Destruction. If the Leased Premises are totally destroyed by fire, tornado, or other casualty, or if not totally destroyed if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within 270 days from the date of notification described in Section 8.01, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Section 8.01.

8.03. Partial Destruction. If the Leased Premises are damaged by fire, tornado, or other casualty, this Lease shall continue and shall not terminate except as provided in subsections (a) and (b) of this section.

(a) If the partial destruction of the Leased Premises (i) occurs prior to the final year of the Lease Term, and (ii) the rebuilding or repairs can reasonably be expected to be completed within 270 days from the date of notification described in Section 8.01, then Tenant shall, at its sole cost and risk, proceed immediately to rebuild or repair the Leased Premises to substantially the condition in which they existed on the Commencement Date using the insurance proceeds from the property insurance described in Section 4.04(c), with any deductible amounts being paid for by Tenant. Landlord will cooperate with Tenant to make sure insurance proceeds available to Tenant for such purpose, and Landlord's release of insurance proceeds will be subject to Landlord's approval of the plans and specifications and construction contract for the rebuilding or repair, which approval shall not be unreasonably withheld. Tenant shall also, at its sole cost and risk, be responsible for rebuilding or repairing any damaged improvements made by Tenant after the Commencement Date. In the event that the Leased Premises cannot be rebuilt or repaired within such 270 day period, Tenant may terminate this Lease by written notification to Landlord. Upon such notification, all rights and obligations under this Lease shall cease. Rent shall not abate during any period of partial destruction.

(b) If partial destruction of the Leased Premises occurs in the final year of the Lease Term, either Landlord or Tenant may terminate this Lease within thirty (30) days after the date of the

notification described in Section 8.01, in which case all insurance proceeds from policies described in Section 4.04(c) shall be paid to and belong exclusively to Landlord.

ARTICLE 9. CONDEMNATION

9.01. Total Condemnation. If during the Lease Term, or any extension or renewal of this Lease, all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate, and Rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority.

9.02. Partial Condemnation. If less than all, but more than twenty percent (20%), of the floor space of the building on the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other party within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and neither party elects to terminate this Lease or, if less than twenty percent (20%) of the floor space of the building on the Leased Premises is condemned, this Lease shall not terminate, but the Basic Rent shall be adjusted equitably during the unexpired portion of this Lease.

9.03. Condemnation Award. Landlord shall receive the entire award from any condemnation, and Tenant shall have no claim to that award or for the value to Landlord of any unexpired term of this Lease; provided that Tenant shall have the right to appear in any condemnation proceeding or action to negotiate, prosecute and adjust any claim attributable to loss or damage to Tenant's trade fixtures and removable personal property, removal or relocation costs, and any loss to Tenant resulting from the unexpired portion of the Lease Term.

ARTICLE 10. INSPECTION BY LANDLORD

10.01. Landlord and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, maintenance, repairs, alterations, or additions as Landlord may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease), or to show the Leased Premises to prospective tenants, purchasers, or lenders. Tenant shall not be entitled to any abatement or reduction of rent by reason of the entry of Landlord or any of its officers, agents, representatives, or employees pursuant to this article, nor shall such entry be deemed an actual or constructive eviction. Landlord shall take reasonable steps not to interfere with the conduct of Tenant's business.

ARTICLE 11. MECHANIC'S LIEN

11.01. Tenant will not permit any mechanic's lien or liens to be placed upon the Leased Premises or upon improvements on the Leased Premises. If a mechanic's lien is filed on the Leased Premises or on improvements on the Leased Premises as a result of any improvements by Tenant or Tenant's contractor (but not by Landlord or Landlord's contractor), Tenant will promptly pay and obtain a release of the lien or bond the lien off pursuant to Texas Property Code Section 53.171 et. seq. If Tenant fails to pay the lien and obtain a release of the lien or to bond the lien off within twenty (20) days after written notice from Landlord to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by Landlord to remove a mechanic's lien caused to

be filed against the Leased Premises or against improvements on the Leased Premises by Tenant, including expenses and interest, shall be due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of notice.

ARTICLE 12. INDEMNITY AND WAIVER

12.01. Indemnity. Tenant agrees to indemnify and hold Landlord and its affiliated companies and their respective agents, servants, directors, officers, members, managers, partners, and employees (collectively "Landlord Parties") harmless against any and all claims, demands, liabilities, damages, losses, penalties, litigation, causes of action, suits, proceedings, judgments, costs, and expenses (including reasonable attorneys' and experts' fees and expenses for the investigation and defense of any claim, litigation or proceeding) (collectively "Claims") arising by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the Leased Premises, in any way arising out of or relating to Tenant's business on the Leased Premises or Tenant's use of the Leased Premises, or from any breach on the part of Tenant of any conditions of this Lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the Leased Premises. In case of any action or proceeding brought against any of the Landlord Parties by reason of any Claim, Tenant, upon notice from the Landlord Party, agrees to defend the action or proceeding by counsel acceptable to the Landlord Party.

12.02. Waiver of Liability. To the fullest extent permitted by law, Tenant, on behalf of itself, its owners, partners, agents, employees, invitees and contractors ("Tenant Parties"), waives all Claims against the Landlord Parties arising from the following: (i) any personal injury, bodily injury, or property damage occurring in or at the Leased Premises; (ii) any loss of or damage to property of a Tenant Party located in the Leased Premises by theft or otherwise; (iii) any personal injury, bodily injury, or property damage to any Tenant Party caused by any other tenant, parties not tenants, or the public or by the construction of any private, public, or quasi-public work occurring either in the Leased Premises or elsewhere on the Property; (iv) any interruption or stoppage of any utility service or for any damage to persons or property resulting from such stoppage; (v) business interruption or loss of use of the Leased Premises suffered by Tenant, whether caused by interruption or stoppage of any utility service, telephone or data service, or otherwise; (vi) any latent defect in construction of any improvements on the Property; (vii) damages or injuries or interference with Tenant's business, loss of occupancy or quiet enjoyment and any other loss resulting from the exercise by Landlord of any right or the performance by Landlord of Landlord's maintenance or other obligations under this Lease, or (viii) any bodily injury to an employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere on the Leased Premises.

12.03. Scope of Indemnities and Waivers. Except as provided in the following sentence, the indemnities and waivers contained in Article 12 will apply regardless of the active or passive negligence or sole, joint, concurrent or comparative negligence of any of the Landlord Parties, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any of the Landlord Parties. The indemnities and waivers contained in Article 12 will not apply to the extent of the percentage of liabilities that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the State of Texas, that a Claim against a Landlord Party was proximately caused by the willful misconduct or gross negligence of that Landlord Party; provided, however, that in such event the indemnity or waiver will remain valid for all other Landlord Parties.

ARTICLE 13. ASSIGNMENT AND SUBLEASE

13.01. Assignment and Subletting by Tenant. Tenant shall not have the right without the prior written consent of Landlord to assign this Lease or any interest in this Lease or sublease any portion

of the Leased Premises without the prior written consent of Landlord. In the event of any assignment or subletting consented to by Landlord, Tenant shall remain fully liable for the performance of all of Tenant's obligations under this Lease. No direct collection of rent or any other sums becoming due hereunder from an assignee or subtenant shall release Tenant from the performance of its obligations hereunder.

13.02. Assignment by Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease. In the event of any sale or other disposition by Landlord of Landlord's interest in the Property, and provided that Landlord's successor-in-interest shall have assumed the performance of Landlord's covenants and obligations set forth in this Lease from and after the disposition of Landlord's interest in the Property, Landlord shall thereupon and without further agreement be relieved of all liability with respect to the performance of such covenants and obligations, and Tenant shall thereafter look solely to Landlord's successor-in-interest in and to this Lease. The Security Deposit may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 14. DEFAULT

14.01. Tenant's Default. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant fails to pay all Rent when due under this Lease on the first day of each calendar month.

(b) Tenant fails to pay any other additional rent when due and such failure is not cured within fifteen (15) days after Landlord gives Tenant written notice of the failure; provided that Landlord shall be obligated to provide only two such notices in any calendar year and any failures thereafter in said calendar year shall constitute an event of default if the payment is not made within fifteen (15) days after the due date, without the necessity of Landlord giving any notice of default.

(c) Tenant fails to vacate the Leased Premises upon expiration of the Lease Term.

(d) Tenant fails to timely deliver the estoppel certificate required by Section 15.11;

(e) The occurrence of two (2) or more Texas Alcoholic Beverage Commission administrative violations at the Leased Premises within any consecutive twelve (12) month period;

(f) Tenant fails to comply with any term, provision, or covenant of this Lease, other than those set forth in subsections (a) through (e) above, and does not cure the failure within thirty (30) days after written notice of the failure to Tenant.

(g) Tenant makes an assignment for the benefit of creditors.

(h) Tenant shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property.

(i) Any case, proceeding or other action against Tenant shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency,

reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and Tenant (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter or (iii) is the subject of an Order of Relief which is not fully stayed within thirty (30) business days after the entry thereof.

(j) Tenant abandons the Leased Premises.

14.02. Landlord's Remedies. Upon the occurrence of any event of default specified in Section 14.01, Landlord shall have the option to pursue any one or more of the following remedies:

(a) Landlord may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the Default Rate from the due date, (iii) the present value of the balance of the Rent for the remainder of the Lease Term (discounted at a rate of 3%) less the fair market value of the Leased Premises for said period and (iv) any other sum of money and damages owed by Tenant to Landlord.

(b) Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Leased Premises by forcible entry and detainer suit or otherwise, without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant and without terminating this Lease. Landlord shall use reasonable efforts to relet the Leased Premises on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the Lease Term, rental concessions, alterations and repair of the Leased Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of Landlord's failure to relet the Leased Premises or collect rent due in respect of such reletting. For the purposes of such reletting Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises as may be reasonably necessary or desirable, and (i) if Landlord shall fail or be unable to relet the Leased Premises, or (ii) if the same are relet and a sufficient sum shall not be realized from such reletting after first deducting therefrom, for retention by Landlord, the unpaid Rent earned but unpaid at the time of reletting plus interest thereon at the Default Rate, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expenses of such repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and attorney's fees) and the cost of collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease to be paid, then (A) Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for such period or periods, plus the cost of recovering possession of the Leased Premises (including attorneys' fees and costs of suit), the Rent earned at the time of repossession plus interest thereon at the Default Rate, and the costs incurred in any attempt by Landlord to relet the Leased Premises, or (B) if the Leased Premises have been relet, the Tenant shall satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file one or more suits to recover any sums falling due under the terms of this section from time to time. Such reletting shall not be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous event of default.

(c) Landlord may enter upon the Leased Premises, without being liable for prosecution or any claim for damages for such entry, and do whatever Tenant is obligated to do under the terms of this Lease to correct the default. Tenant agrees to reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease in

this manner, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(d) The following provisions shall override and control any conflicting provisions of Section 93.002 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of commercial tenants. In the event of any event of default defined in Sections 14.01(a) or (b) above, Landlord is entitled and is hereby authorized, without any further notice to Tenant whatsoever, to enter upon the Leased Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Leased Premises, thereby excluding Tenant and its officers, principals, agents, employees and representatives therefrom until all past due amounts of Rent have been paid in full.

No reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. The loss or damage that Landlord may suffer by reason of termination of this Lease, or the deficiency from any reletting as provided for above, shall include the expense of repossession.

14.03. Landlord's Lien. Landlord shall have, at all times, a valid contractual security interest to secure payment of all rentals and other sums of money becoming due under this Lease from Tenant, and to secure payment of any damages or loss that Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained in this Lease, upon all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant which is now on the Leased Premises or which is placed on the Leased Premises at some later date, and all proceeds from them. This property shall not be removed from the Leased Premises without the consent of Landlord until all arrearages in rent and all other sums of money then due to Landlord under this Lease have been paid and discharged, and all the covenants, agreements, and conditions of this Lease have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided in this Lease or by law, exercise any and all remedies and rights provided under Section 9 of the Texas Business and Commerce Code. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least five (5) days before the time of sale. Tenant authorizes Landlord to file a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds under the provisions of the Texas Business and Commerce Code. The statutory lien for rent is not waived, the security interest granted in this article being in addition, and supplementary, to that lien.

14.04. Cumulative Remedies. The exercise by Landlord of any remedy arising by virtue of a default by Tenant shall not be considered exclusive, but Landlord may exercise any and all other rights or remedies provided by this Lease or by law or equity. Pursuit of any of the remedies provided in this Lease by Landlord should not preclude pursuit of any of the other remedies provided in this Lease. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants contained in this Lease by Tenant. Nor shall pursuit of any remedies provided in this Lease by Landlord constitute a waiver or forfeiture of any rent due to Landlord under this Lease.

14.05. Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provisions, and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by

law upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord's acceptance of Rent following an event of default under this Lease shall not be construed as Landlord's waiver of the default.

14.06. Surrender of Premises. No act or thing done by Landlord or its agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless the same is in writing and subscribed by Landlord.

14.07. Bankruptcy or Insolvency. (a) In the event that Tenant shall become a debtor in a case filed under Chapter 7 of the Bankruptcy Code and Tenant's trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of Section 14.07(b) and 14.07(d) are satisfied as if the election to assume were made in a case filed under Chapter 11 of the Bankruptcy Code. If Tenant or Tenant's trustee shall fail to elect to assume this Lease within 90 days after the filing of such petition or such additional time as provided by the court within such 90 day period, this Lease shall be deemed to have been rejected. Immediately thereupon Landlord shall be entitled to possession of the Leased Premises without further obligation to Tenant or Tenant's trustee and this Lease upon the election of Landlord shall terminate, but Landlord's right to be compensated for damages (including, without limitation, liquidated damages pursuant to any provision hereof) or the exercise of any other remedies in any such proceeding shall survive, whether or not this Lease shall be terminated.

(b) In the event that Tenant shall become a debtor in a case filed under Chapter 11 of the Bankruptcy Code, or in a case filed under Chapter 7 of the Bankruptcy Code which is transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within 120 days from the date of the filing of the petition under Chapter 11 or the transfer thereto or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. In the event that Tenant, Tenant's trustee or the debtor-in-possession has failed to perform all of Tenant's obligations under this Lease within the time periods (excluding grace periods) required for such performance, no election by Tenant's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be permitted or effective unless each of the following conditions have been satisfied:

(i) Tenant's trustee or the debtor-in-possession must promptly cure all defaults under this Lease.

(ii) Tenant's trustee or the debtor-in-possession must promptly compensate Landlord, for any actual pecuniary loss incurred by Landlord arising from the default of Tenant, Tenant's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Landlord to Tenant's trustee or the debtor-in-possession

(iii) Tenant's trustee or the debtor-in-possession must promptly provide Landlord with reasonable assurance of the future performance of each of the obligations of Tenant, Tenant's trustee or the debtor-in-possession under this Lease, to include: deposit with Landlord, as security for the timely payment of rent hereunder, an additional security deposit equal to three installments of Rent (at the rate then payable); and pay in advance to Landlord on the date each installment of Rent is payable a pro rata share of Tenant's annual obligations for additional rent and other sums pursuant to this Lease, such that Landlord shall hold funds sufficient to satisfy all such obligations as they become due. The obligations imposed upon Tenant's trustee or the debtor-in-possession by this paragraph shall continue with respect to Tenant or any assignee of this Lease after completion of bankruptcy proceedings.

(iv) The assumption of this Lease will not breach or cause a default under any provision of any other lease, mortgage, financing arrangement or other agreement by which Landlord is bound.

(c) In the event that this Lease is assumed in accordance with Section 14.07(b) and thereafter Tenant is liquidated or files or has filed against it a subsequent petition under Chapter 7 or Chapter 11 of the Bankruptcy Code, Landlord may, at its option, terminate this Lease and all rights of Lessee hereunder by giving Lessee notice of its election to so terminate within 30 days after the occurrence of any such event.

(d) If Tenant's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of Section 14.07(a) or 14.07(b) for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee (the "Assignee") has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant. Landlord shall be entitled to receive all cash proceeds of such assignment. As used herein "adequate assurance of future performance" shall mean no less than that each of the following conditions has been satisfied:

(i) The Assignee has furnished Landlord with either: (A) a copy of a credit rating of Assignee which Landlord reasonably determines to be sufficient to assure the future performance by Assignee of Tenant's obligations under this Lease, and a current financial statement of Assignee audited by a certified public accountant indicating a net worth and working capital in amounts which Landlord reasonably determines to be sufficient to assure the future performance by Assignee of Tenant's obligations under this Lease; or (B) a guarantee or guarantees, in form and substance satisfactory to Landlord, from one or more persons with a credit rating and net worth which Landlord reasonably determines to be sufficient to assure the future performance by Assignee of Tenant's obligations under this Lease.

(ii) Landlord has obtained all consents or waivers from others required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.

(iii) The proposed assignment will not release or impair any guaranty of the obligations of Tenant (including the Assignee) under this Lease.

(e) When, pursuant to the Bankruptcy Code, Tenant's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises, such charges shall not be less than the Rent under this Lease.

(f) Neither the whole nor any portion of Tenant's interest in this Lease or its estate in the Leased Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, by operation of law or otherwise under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall have consented to such transfer. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Landlord nor shall it be deemed a waiver of Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

14.08 Default By Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be

in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. If Landlord fails to cure any such default within the allotted time, Tenant may, as its sole and exclusive remedy, seek a judgment against Landlord for Tenant's actual damages resulting from such uncured default. All other remedies of Landlord against Tenant are hereby waived.

ARTICLE 15. MISCELLANEOUS

15.01. Mortgages. Tenant accepts this Lease subject to any deeds of trust, security interests, or mortgages that might now or later constitute a lien upon the Leased Premises. Tenant must, on demand, execute any reasonable instruments, releases, or other documents that are required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage. Anything to the contrary contained herein notwithstanding, any subordination of this Lease to any mortgage, deed of trust or other lien or security interest shall be subject to the lienholder agreeing in writing that it will not disturb Tenant's peaceful possession of the Leased Premises so long as no uncured event of default exists under this Lease. Such documents may include provisions requiring Tenant to agree that: (i) upon the sale, transfer or foreclosure of the Leased Premises that this Lease will remain in full force, (ii) upon any default of this Lease by Landlord or any action or omission by Landlord or any third party that would give Tenant the right to terminate this Lease immediately, or after the passage of time, Tenant shall provide notice to any mortgagee (hereinafter called "Lender") and provide Lender an opportunity to cure such default, (iii) if the Leased Premises or any part thereof is foreclosed upon or transferred to Lender for the purpose of satisfying any debt secured by the Leased Premises, that Tenant will acknowledge Lender as the Landlord; (iv) if this Lease shall terminate by operation of law or otherwise as a result of or in connection with a bankruptcy proceeding by or against Landlord, Tenant shall promptly execute and deliver a new lease under the same terms and conditions effective as of the date this Lease shall have terminated as aforesaid, (v) upon notice of default by Landlord under any deed of trust or mortgage, which Tenant may rely on without further inquiry, Tenant shall make all rent payments to Lender and Lender shall not be obligated to credit any prepaid rent or offsets against or credits due to Landlord against Tenant's obligations under this Lease, (vi) Lender shall not be liable for any previous act or omission of Landlord, (vii) Lender shall not be liable for any security deposit unless such was first delivered to Lender, (viii) Lender shall not be bound by any agreement between Landlord and Tenant not contained in this Lease or any amendment to this Lease, (ix) Lender's liability to Tenant shall be limited to Lender's interest in the Leased Premises, and (x) the Leased Premises shall not be used in any way that may cause it to be contaminated by hazardous substances. Tenant may be required to agree to waive any right to a trial by a jury in any action against Lender related to or arising from this Lease or any subsequent agreement related hereto. Tenant shall also agree to include any additional terms consistent with those described above upon the request of Landlord or Lender in terms reasonably acceptable to Tenant. With respect to any deed of trust, security interest, or mortgage constituting a lien on the Leased Premises, Landlord has the right to waive the applicability of this section so that this Lease will not be subject and subordinate to any such deed of trust, security interest or mortgage. This Lease shall continue in full force and effect and Tenant will, upon request, attorn to and acknowledge any mortgagee or other foreclosure purchaser or purchasers, as the case may be, as the landlord under this Lease, and provided further that this Lease shall not terminate or expire if and so long as no uncured event of default by Tenant exists under this Lease.

15.02. Notices and Addresses. All notices to be given under this Lease shall be given by hand delivery, certified mail or registered mail, or facsimile transmission addressed to the proper party, at the addresses set forth in Section 1.01. Either party may change the address or fax number to which notices are to be sent it by giving the other party notice of the new address or fax number in the manner provided in this section.

15.03. Parties Bound. Subject to Article 13, this Lease shall be binding upon, and inure to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

15.04. Governing Law. This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in the county in which the Leased Premises are located.

15.05. Legal Construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this agreement.

15.06. Entire Agreement, Limitation of Warranties and Acceptance of Leased Premises. It is expressly agreed by both parties, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned written extrinsic documents not incorporated in writing in this Lease. Landlord and Tenant expressly agree that there are and shall be no implied warranties of suitability, merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease. Tenant acknowledges that it is not relying upon any representations, statements or other assertions with respect to the Leased Premises' condition, but is relying solely upon its examination of the Leased Premises. It is likewise agreed that this Lease may not be altered, waived, amended or extended except by an instrument in writing signed by both Landlord and Tenant. Handwritten or typewritten interlineations shall only be effective provided that (1) the interlineation has been initialed by Landlord and Tenant and (2) the bottom right hand corner of the page containing the interlineation has been initialed by Landlord and Tenant. Tenant's execution of this Lease and acceptance of the Leased Premises constitutes a release of any and all claims against Landlord, known or unknown, arising from, under or during any prior lease agreement between Landlord and Tenant concerning the Leased Premises or any other premises owned by Landlord.

WITHOUT LIMITING ANY OTHER TERM OF THIS LEASE, TENANT EXPRESSLY UNDERSTANDS AND AGREES THAT TENANT SHALL BEAR SOLE RESPONSIBILITY FOR THE SECURITY OF THE LEASED PREMISES, AND FOR THE SECURITY OF TENANT'S AGENTS, INVITEES, CUSTOMER, VISITORS, AND ALL OTHER PERSONS WHOMSOEVER WHO COME ON OR ABOUT THE LEASED PREMISES. LANDLORD WILL NOT BE OBLIGATED OR REQUIRED TO PROVIDE SECURITY PERSONNEL, SECURITY LIGHTING, OR ANY OTHER FORM OF SECURITY FOR THE LEASED PREMISES.

15.07. Joint and Several Liability. If there is more than one Tenant, the obligations imposed upon Tenants by virtue of this Lease shall be joint and several. If there is a guarantor of Tenant's obligations under this Lease, the obligations imposed upon Tenant shall be the joint and several obligations of Tenant and the guarantor. Landlord need not first proceed against Tenant before proceeding against the guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever.

15.08. Attorney Fees and Costs. If either party to this agreement commences litigation, legal action, or claim to protect its interest, and/or to enforce any term or provision of this agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and court costs incurred by the prevailing party.

15.09. Force Majeure. Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor shortages, restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome; provided, however, that the provisions of this Section 15.09 will never be construed as allowing an extension of time with respect to Tenant's obligation to pay Rent or any other charges when and as due under this Lease.

15.10. Time of Essence. Time is of the essence in the performance of all obligations under this Lease.

15.11. Estoppel Certificates. Tenant shall, upon fifteen (15) days' notice, execute, acknowledge and deliver a certificate stating (with any exceptions noted) that: (i) this Lease has not been modified, amended, added onto, extended or renewed and is in full force and effect (or, if there have been modifications, amendments, extensions or renewals, that this Lease is in full force and effect as modified, and setting forth such modifications) and that no future amendments of this Lease shall be entered without the consent of Lender, (ii) there are no options or rights to purchase, renew or extend this Lease except as may be provided in this Lease and that none may be entered into without the Lender's consent, (iii) the dates to which Rent and other sums payable hereunder have been paid, (iv) that no more than one month's rent has been paid in advance, (v) there is no basis to withhold rent nor any claim against Landlord and there are no free rents or credits due Tenant by Landlord, (vi) no portion of the security deposit has been used or applied by Landlord, (vii) there are no agreements by Tenant with any real estate broker for any future commissions from the Leased Premises, (viii) Tenant will pay all rent directly to Lender upon proper notice, (ix) the Leased Premises have not been used in any way that may have contaminated the Leased Premises with hazardous substances, (x) Tenant has accepted the Leased Premises and has and is occupying such space, (xi) there are no defaults under the Lease (nor are there any events or conditions which with the passage of time or the giving of notice, or both, could result in a default) or specifying each such default or potential default of which it has knowledge, (xii) Tenant has not or is not contemplating any action or given or received notice with respect to termination of this Lease, (xiii) Tenant shall not assign or sublease any part of the Leased Premises without obtaining Lender's prior written consent except as authorized herein, (xiv) all alterations, improvements and other work performed by Landlord have been completed according to the terms of this Lease and are acceptable to Tenant, (vx) the balance of the Security Deposit, and (xvi) there are no other agreements, oral or written, between Landlord and Tenant regarding the Leased Premises or any matter related thereto and there is no action ongoing or pending involving the Leased Premises, Tenant or Landlord that may affect this Lease, including the insolvency or bankruptcy of any party affecting this Lease. Any such certificate may be relied upon by any actual or prospective mortgagee or purchaser of the Leased Premises.

15.12. Financials. From time to time, Tenant shall, within twenty (20) days after written request from Landlord, furnish to Landlord financial statements (including balance sheet, income statement, and statement of changes in financial position) and such other information concerning the business and financial affairs of the Tenant, and of any guarantor of Tenant's obligations under this Lease, as Landlord may request. All such statements and information shall fairly present the financial condition of Tenant and any guarantor as of the dates represented and for the periods represented and shall be certified by a financial officer of the company to have been prepared in accordance with

guidelines of the American Institute of Certified Public Accountants. As of the date of this Lease, Landlord has not received financial statements for the Guarantor. This Lease is conditioned upon Landlord's receipt and approval of financial statements for the Guarantor within seven (7) business days after the Execution Date. In the event that Landlord does not receive or approval financial statements for the Guarantor within seven (7) business days after the Execution Date, Landlord may terminate this Lease by written notice to Tenant, whereupon the Lease Consideration, if previously paid, will be returned to Tenant.

15.13. Guaranty. In consideration of Landlord's lease of the Leased Premises to Tenant, by signing in the space provided below, Guarantor unconditionally agrees to pay all amounts due and owing to Landlord by Tenant and to perform all covenants and obligations of Tenant as set forth in this Lease. Guarantor acknowledges and agrees that Landlord may enforce this guaranty of payment and performance without first pursuing Tenant and any action or inaction by Landlord against Tenant shall not alter the obligations of Guarantor stated herein. Guarantor waives all rights of guarantors under Chapter 43 of the Texas Civil Practice and Remedies Code. Upon any assignment of this Lease by Landlord, all the terms and provisions of this guaranty shall inure to the benefit of such assignee.

15.14. Brokers. Landlord and Tenant represent to each other that there are no broker commissions payable in connection with this Lease, except to NASH Group Real Estate, which will be paid by Seller in two installments pursuant to a separate written agreement. Landlord and Tenant both agree to indemnify each other from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting from a breach of the foregoing representation.

15.15 Compliance Monitoring. Nothing in this Lease shall require that Landlord monitor or enforce the Leased Premises' compliance with the ADA and the Texas Elimination of Architectural Barriers Law (Chapter 469 of the Texas Government Code). To the extent that these or any other laws relating to the Leased Premises in any way now or in the future obligates Landlord to monitor or enforce the compliance of the Leased Premises with such laws, then, to the fullest extent allowed by law, such obligation is hereby waived by Landlord and assumed by Tenant.

15.16 Charges and Amounts Payable. Tenant and Landlord agree that each provision of this Lease for determining charges and amounts payable by Tenant (including, without limitation, provisions regarding Rent and other amounts due hereunder) is commercially reasonable and, as to each such charge or amount, constitutes a statement of the amount of the charge or a method by which the charge is to be computed for purposes of Section 93.004 of the Texas Property Code. ACCORDINGLY, TO THE EXTENT PERMITTED BY LAW, TENANT VOLUNTARILY WAIVES AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS UNDER SECTION 93.004 OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS MAY BE HEREAFTER AMENDED OR SUCCEEDED.

15.17 Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FROM TIME TO TIME IN EFFECT, LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS LEASE, TENANT'S USE AND OCCUPANCY OF The Leased Premises, OR THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER.

15.18 Triple Net Lease. It is the purpose and intent of Landlord and Tenant that the rent hereinabove provided to be paid to Landlord by Tenant be absolutely net to Landlord so that this Lease shall yield net to Landlord without abatement, set-off or deduction therefrom the rent as hereinabove

provided, to be paid during the Term of this Lease or any extensions hereof, and, that all costs, expenses, and impositions of every kind or nature whatsoever relating to the Leased Premises which may become due during the Term of this Lease or any extensions hereof be paid by Tenant, and Landlord be indemnified and saved harmless by Tenant from and against the same. Tenant hereby assumes and agrees to perform all duties and obligations with relation to the Leased Premises, as well as the use, operation, and maintenance thereof even though such duties and obligations would otherwise be construed to be those of the Landlord. Landlord will have no obligations to Tenant except as specifically set forth in this Lease, and any and all implied obligations of Landlord are hereby waived.

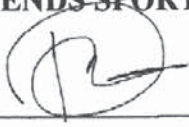
15.19 Security Deposit. On the Execution Date, Tenant shall pay to Landlord the Security Deposit to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit may be co-mingled with Landlord's other funds and is not an advance payment of Rent or other amounts due under this Lease or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrears of Rent and/or other amounts due under this Lease, and any other damage, injury, expense, or liability caused to Landlord by such event or default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder, after application of the Security Deposit to all sums owing to Landlord under this Lease, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease (subject to the provisions of Section 13.5 above).

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IN WITNESS WHEREOF, this Lease is executed in multiple originals effective as of the day and year first set forth above.


TENANT:

TIGHT ENDS SPORTS BAR & GRILL, LLC,

By: 
Name: Timothy Dungan
Title: president

LANDLORD:

SALT & PEPPER RESTAURANTS, INC.

By: 
Name: MOHAMMED AMIN LAKHANI
Title: PRESIDENT

GUARANTOR:

DAY STAR RESTAURANT HOLDINGS, LLC


By: 
Name: Timothy Dungan
Title: president

EXHIBIT "A"

(Legal Description of Property)

Lot D-7D, Block One (1), Replat Victory Lakes Commercial, Section One (1), an addition to Galveston County, Texas, according to the plat recorded in Cabinet 2013A, Slide 76, Plat Records of Galveston County, Texas

EXHIBIT “B”

(“Personal Property Included in Lease”)

Lease Agreement

Between Salt & Pepper Restaurants, Inc. (“Landlord”)

And

Tight Ends Sports Bar & Grill, LLC (“Tenant”)

Dated May 20, 2016

The following Fixtures, Furniture, Equipment and Business Personal Property (including as described, but not limited to) located on or about 2502 Gulf Frwy, League City, Texas are included in the above referenced lease:

AFFORDABLE SECURITY

7400 HARWIN DRIVE SUITE 223
HOUSTON, TX 77036

PHONE: 832-607-1557

WORK ORDER

DATE: JUNE, 06, 2014

CUSTOMER NAME: QUAKER STEAK & LUB RESTAURANT

ADDRESS: 2502 SOUTH GULF FREE WAY, LEAGUE CITY, TX 77573

PHONE NO:

FAX NO:

DESCRIPTION

QTY UNIT PRICE EXT PRICE

32 CH realtime 960H high resolution DVR, H.264 High profile compression format, full D1, realtime 960H recording in ea channel 1 \$ 1,575.00 \$ 1,575.00

Support 32CH video input, 32CH audio input, feature simultaneous 16CH playback

HDMI 1080P high resolution display with standard 2U case

2 TERA BYTE WESTERN DIGITAL HARD DRIVE 2 \$ 150.00 \$ 300.00

20 INCH FLAT SCREEN MONITOR to be provided by you

CAMERA

1/3" Super HAD CCD II,SONY, 2.8 ~ 12mm varifocus lens,42 pcs IR LEDs, 700 TV LINES, DOME OR BULLET AS NEEDED 27 \$ 250.00 \$ 6,750.00

1/3" Super HAD CCD II,SONY, 2.8 ~ 12mm varifocus lens,42 pcs IR LEDs, 700 TV LINES, DOME OR BULLET AS NEEDED 2 \$ 250.00 \$ 500.00

SINGLE CHANNEL AUDIO - OFFICE CAMERA 0 \$ 100.00 \$ -

DVR FEATURES: REMOTE VIEW ON SMART PHONES/PCS, LIVE/PLAY BACK, REMOTELY BURN EVENTS DISCOUNT \$ (445.00)

DISCOUNT \$ (230.00)

3 CAM DISC \$ (150.00)

2 CAM DISC \$ (100.00)

SUB-TOTAL \$ 8,200.00

PAYMENT-1 \$ 3,200.00

PAYMENT-2 \$ 2,300.00

BALANCE \$ 2,700.00

PLUS TAX

PAYMENT TERMS:

50% ADVANCE, FULL BALANCE DUE UPON COMPLETION

** ENDED UP WITH A TOTAL 29 CAMERAS, ONE AUDIO



Alchemy Sound & Vision

2112 Broadway St. NE #115
Minneapolis, MN 55413

Estimate

Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube
101 Chestnut Street
Sharon, PA 16146

Ship To

League City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
****	*****TV Mounts and Cabling*****		0.00	0.00
STRO SM-CEI...	Strong Large Dual Ceiling Mount for 36-60 in flat panel TV's (black)	4	214.00	856.00T
CMA372	CHIEF UNISTRUT ADAPTER CMA372 FOR 1.5 NPT INCLUDES HARDWARE	4	51.00	204.00T
STRONG SM-...	STRONG LARGE CEILING MOUNT FOR SINGLE 36"-60" FLAT PANEL TV'S	1	172.00	172.00T
MP5916	Ultra-Slim Adjustable Tilting Wall Mount Bracket for LCD Plasma (Max 165Lbs, 37~63inch**) - BLACK	11	79.00	869.00T
MP5087	MP Adjustable Tilting/Swiveling Wall Mount Bracket With 25" Extension for LCD Plasma (Max 110Lbs, 32~50inch) - BLACK	12	172.00	2,064.00T
SA740PB	PEERLESS 2 arm cantilever 22" to 37" flat panel screens, arm extends up to 20" from the wall, compatible with VESA 100/200 mounting	2	158.00	316.00T
ST670	PEERLESS Wall Mount 42" - 71" Tilt Black	4	141.00	564.00T
MISC TV	MISC TV MOUNT HARDWARE, STRUT AND FASTENERS	39	30.00	1,170.00T
MINIRG-59-3...	MINI RG-59 3 CONDUCTOR COMPONENT CABLE	4,000	1.25	5,000.00T
CN-RCP-RGB	Compression RCA Connector for 3CRGB from West Penn	246	2.84	698.64T
LABOR	INSTALL LABOR to cable and install TV's and mounts	164	75.00	12,300.00
LABOR	INSTALL LABOR to cable and terminate additional TV cables for future Patio TVs	4	0.00	0.00
****	*****Speakers and Cabling*****		0.00	0.00
****	****Bar*****		0.00	0.00
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Alchemy Sound & Vision

2112 Broadway St. NE #115
Minneapolis, MN 55413

Estimate

Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube
101 Chestnut Street
Sharon, PA 16146

Ship To

League City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
CONTROL25T	JBL 5.25" Two-Way Vented System, 100° x 100° coverage, 70V/100V	12	147.00	1,764.00T
CONTROLSB...	JBL Compact, Low Profile, High Power Subwoofer with 2 x 10" Drivers	1	582.00	582.00T
MTC-210UB	JBL U-Bracket for SB210 subwoofer	1	82.00	82.00T
****	*****Thunder Alley*****		0.00	0.00
CONTROL26CT	CONTROL 26CT 6" 2-WAY CEILING SPEAKER W/ 60W, 30W, 15W, 7.5W TAPS	4	157.00	628.00T
****	*****Brickyard Patio*****		0.00	0.00
CONTROL25T	JBL 5.25" Two-Way Vented System, 100° x 100° coverage, 70V/100V	8	147.00	1,176.00T
CONTROLSB...	JBL Compact, Low Profile, High Power Subwoofer with 2 x 10" Drivers	1	582.00	582.00T
MTC-210UB	JBL U-Bracket for SB210 subwoofer	1	82.00	82.00T
****	*****Restrooms*****		0.00	0.00
Control24CT	JBL 4" Two-Way Vented Ceiling Speaker with Transformer for use on a 70.7V or 100V distributed line	2	105.00	210.00T
****	*****Patio and Ext Entry*****		0.00	0.00
Control25AV	JBL 5.25" Two-Way Vented System, Weather Resistant, 100° x 100° coverage, 70V/100V 6 Patio, 1 Ext Entry	8	170.00	1,360.00T
****	*****Vette Room*****		0.00	0.00
CONTROL25T	JBL 5.25" Two-Way Vented System, 100° x 100° coverage, 70V/100V	4	147.00	588.00T
****	*****Cable and Labor*****		0.00	0.00
16-2	WEST PENN 225-BK 16 AWG 2 Conductor Speaker Wire, BLACK	2,000	0.28	560.00T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Alchemy Sound & Vision

2112 Broadway St. NE #115
Minneapolis, MN 55413

Estimate

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Sharon, PA 16146

Ship To

League City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
14-2	WEST PENN 226-BK 14AWG2 Conductor Speaker Wire, BLACK	300	0.38	114.00T
MISC	MISC PARTS, WIRE, FASTENERS, ENDS, CONNECTIONS, ETC	1	100.00	100.00T
LABOR	INSTALL LABOR to install and cable 31 speakers and 2 subwoofers	66	75.00	4,950.00
****	*****Head End*****		0.00	0.00
ERK-4020	MIDDLE ATLANTIC 40 Space 19 1/2" Deep Stand Alone Rack with Rear Door	1	586.00	586.00T
CBS-ERK-20	MIDDLE ATLANTIC COMMERCIAL GRADE CASTER BASE FOR 20" DEEP RACK ENCLOSURE	1	153.00	153.00T
ERK-RR40	MIDDLE ATLANTIC 40 Space ERK Real Rail Kit	1	64.00	64.00T
PFD-40	MIDDLE ATLANTIC 40 RACKSPACE PLEXI FRONT DOOR	1	443.00	443.00T
VBK-E20	MIDDLE ATLANTIC VENT BLOCKER KIT FOR 20" DEEP ERK	1	13.00	13.00T
ERK-4FT-285...	MIDDLE ATLANTIC Integrated 4 1/2" Fan Top, Includes 3 Fans	1	236.00	236.00T
D-10-PFP	FURMAN M10 1RU SURGE PROTECTOR 10 OUTLETS 15 AMP CIRCUIT BREAKER	2	43.00	86.00T
LBP-1A	MIDDLE ATLANTIC "L" Shaped Lacing Bar, 10 Pc. Pack	1	31.00	31.00T
HP	MIDDLE ATLANTIC 100 Pc. Black 10/32 Phillips Screws w/ Washers	1	19.00	19.00T
M-8X	FURMAN Power Conditioner, Rack Mount, 15 amp with switch, 8 rear outlets	1	61.00	61.00T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Alchemy Sound & Vision

2112 Broadway St. NE #115
Minneapolis, MN 55413

Estimate

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1/15/14	4568

Bill To

Quaker Steak and Lube
101 Chestnut Street
Sharon, PA 16146

Ship To

League City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
U1	MIDDLE ATLANTIC RACKSHELF 1RU for cable box, ambient player	2	38.00	76.00T
VRS	Middle Atlantic Vertical Rack Shelf for satellite receivers	1	151.00	151.00T
KNOX16x64	Chameleon 256HB 16X48 RGB VO FPC IPO COMPONENT HD 16 INPUT 48 OUTPUT VIDEO ROUTER with Front Panel Control and Input Preview Output	1	11,704.00	11,704.00T
XDE600	TOSHIBA Upconverting DVD Player with component and HDMI output, 2"H x 17"W x 8"D, black.1	1	0.00	0.00T
****	*****DTV equipment*****		0.00	0.00
H-25	DirecTV HD Sat Receiver 2 provided by DirecTV	8	99.00	792.00T
SWM-16	DIRECTV 16 OUTPUT SWM MODULE	1	286.00	286.00T
SPLIT8	DIRECTV SWM 8 WAY SPLITTER 1 PORT POWER PASSING	2	12.00	24.00T
NPRM2D	NON-PEN ROOF MOUNT	1	79.00	79.00T
DIAMAT	UV RESISTANT 1/8" RUBBER MAT FOR NPRMA3	1	19.00	19.00T
LABOR	INSTALL LABOR for DirecTV install	6	75.00	450.00
SL5	DIRECTV 5 LNB WITH FOUR WIRES OUT	1	55.00	55.00T
****	*****Control System*****		0.00	0.00
MC3	CRESTRON Processor with 5 IR outputs, includes power supply	1	1,336.00	1,336.00T
RV042	Linksys/Cisco Business Class 4-Port Router	1	194.00	194.00T
286D	XANTECH Dual Blink Designer Series Emitter	5	16.00	80.00T
282D	XANTECH Single Emitter	1	0.00	0.00T
COMPUTER	CUSTOM COMPUTER FOR CONTROL	1	300.00	300.00T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Alchemy Sound & Vision

2112 Broadway St. NE #115
Minneapolis, MN 55413

Estimate

Date	Estimate No.
1/15/14	4568

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Quaker Steak and Lube
101 Chestnut Street
Sharon, PA 16146

Ship To

League City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
1919L	ELO 18.5" Widescreen LCD - Intellitouch SAW (Raised bezel)	1	810.00	810.00T
RM-LCD-PNLV	MIDDLE ATLANTIC 3RU VESA MONITOR MOUNT	1	56.00	56.00T
1M PATCH	1M CAT5E PATCH CABLE	4	8.00	32.00T
R6	Universal Remote Control pre-programmed learning remote	1	17.00	17.00T
****	*****Head End*****		0.00	0.00
1260m	dbx 12x6 Zone Processor (6 mic/6 line)	1	1,250.00	1,250.00T
CX108V	QSC 8 CH 70 Volt amplifier 100W/channel	1	1,542.00	1,542.00T
CDI1000	CROWN Amplifier with Dual Inputs and Dual 500W Outputs	1	662.00	662.00T
22-2	IOW Z INSTALL CABLE 2 CON W/GROUND	20	0.38	7.60T
BLX24/PG58	SHURE CORDLESS MICROPHONE WITH RECEIVER WITH INTERNAL DIVERSITY ANTENNA	1	341.00	341.00T
URT Rack Tray	SHURE URT Rack Tray	1	44.00	44.00T
XLR6	6' XLR CABLE	1	22.00	22.00T
LABOR	INSTALL LABOR for Rack Build	16	75.00	1,200.00
PROGRAMMI...	REMOTE AND SYSTEM AUTOMATION PROGRAMMING	8	95.00	760.00
CRATE	MIDDLE ATLANTIC SHIPPING CRATE	1	250.00	250.00T
SHIP	Shipping with R&L for Rack	1	364.38	364.38
DAYPERDIEM	Daily Per Diem While Tech is on Job Site	20	35.00	700.00T
NIGHTPERDI...	NIGHTLY PER DIEM WHILE TECHNICIAN IS BETWEEN CONSECUTIVE DAYS ON JOB SITE	16	85.00	1,360.00T
CAR RENTAL	Trip 1	1	341.14	341.14
CAR RENTAL	Trip 2	1	234.40	234.40
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Alchemy Sound & Vision

2112 Broadway St. NE #115
Minneapolis, MN 55413

Estimate

Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube
101 Chestnut Street
Sharon, PA 16146

Ship To

League City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
AIR FARE	Trip 1	1	1,111.38	1,111.38
AIR FARE	Trip 2	1	1,098.20	1,098.20
****	*****Atomic Alert*****		0.00	0.00
MISC	Wall Push Button	1	30.00	30.00T
18-2	18AWG2 Conductor Speaker Wire	100	0.40	40.00T
B6R	AMERICAN DJ Rotating LED Beacon Red, 110V	1	29.00	29.00T
RIB01BDC	RIB dry contact 20 amp 120 V relay	1	29.00	29.00T
LABOR	INSTALL LABOR	6	75.00	450.00
			Subtotal	\$67,010.74
			Sales Tax (0.0%)	\$0.00
			Total	\$67,010.74

**ADS**

12200 Ford Rd. Ste. 105 Dallas, TX 75234
817-900-8457 EXT:106

Customer: Michael Sharifi
 Company: Quaker Steak & Lube
 Address: 2502 S Gulf Fwy
 City: League City
 State: TX
 Zip: 77573
 Contact: Shelly Martin
 Phone: 972-849-4210

Date: 5/12/2014Rep: Shelly**PROPOSAL NO: 11036**

QTY	Description	Unit Price	Total
8	2 Gig Motions	\$ 344.00	\$ 344.00
1	Fire System	\$ 872.95	\$ 872.95
1	GSM4 For Fire	\$ 300.00	\$ 300.00
1	2 Gig Burglar Alarm Monitoring	\$34.99	\$ -
1	Fire System Monitoring	\$ 44.99	\$ -
SubTotal		\$ 1,596.93	\$ 1,516.95

BILLINGTotal: \$ 1,516.95**Total: \$ 1,516.95**



AVIS FURNITURE COMPANY

1410 UNION AVENUE
KANSAS CITY, MO 64101
(816) 421-5939 / FAX (816) 421-1512
www.avisfurniture.com / email: sales@avisfurniture.com

INVOICE # 30945

INVOICE

Sold To: SALT & PEPPER REST INC
1215 CELESTE CT
SUGARLAND TX 77479
Account Number: 19-016

Ship To: QUAKER STEAK & LUBE
2505 S GULF FWY S
LEAGUE CITY TX 77573
M/F: QSL - HOUSTON, LEAGUE CITY

Phone (832) 788-6551 Mohammed amin lakh
Fax (281) 807-7477

Date Recvd	Date Entered	Entered By	Ship Via	Customer PO	F.O.B. Point	Terms	Ship Date	Sales Territory
01/29/2014	01/29/2014	Tammy	SALES TECH	signed quote	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -

Booths

See Notes Below *: SEE NOTES BELOW

Item#	Qty	Model	Product Description	Net Each	Ext Each
1	4	1161	48" x 36"H Single Booth Finished Two ends & OSB (RED "V")	\$325.00	\$1,300.00
2	3	1162	48" x 36"H Double Booth Finish 2 ends (RED V)	\$462.00	\$1,386.00
3	1	1165	22' 3" x 36"H Wall Bench w/ANGLED base - finished 2 ends & unfinished OSB (BLUE "V")	\$2,369.00	\$2,369.00
4	1	1165M	70" x 70" x 48"H w/ facet (BLUE "V") custom booth	\$2,875.00	\$2,875.00
5		***	HARDWARE PACKAGE		\$0.00

Notes

1160 SIDNEY SERIES BOOTHS w/ "V" INSIDE BACK
ISB "V" ITEMS # 1,2- ZODIAC VINYL RED ZD24 (AVIS)
ISB "V" ITEMS # 3,4- ZODIAC VINYL BLUE ZD21 (AVIS)
US393- BLACK REMAINDER OF BOOTH
BASE - BLACK ABS PLASTIC
ITEMS # 3-4 DIMENSIONS MUST BE CONFIRMED
ITEM # 3- RISER TO BUILT ONSITE BY OTHERS
FREIGHT CHARGES - PREPAID ADD
REVISED ITEM #3 - DIMENSIONS UPDATED AND CONFIRMED
REVISED ITEM #4 - DIMENSIONS CONFIRMED
SEE ATTACHED DRAWINGS FOR ITEM #3 AND #4

01/31/2014 Down Pmt \$5,278.00
TOTAL \$5,278.00

AMOUNT DUE **\$5,278.00**

Product Total \$7,930.00
Freight/UPS \$2,626.00
TOTAL \$10,556.00

CORRECTNESS OF THE PURCHASE ORDER BECOMES THE RESPONSIBILITY OF THE ORDERING COMPANY UPON RECEIPT OF THIS ACKNOWLEDGEMENT

UPON RECEIPT OF INVOICE PLEASE REMIT PAYMENT TO: 1410 UNION AVENUE KANSAS CITY, MO 64101

FINANCE CHARGES OF 1.5% PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES

In the event legal action is necessary for collection or if suit be instituted to enforce payment hereof, the premises' owner(s) shall be responsible for all costs incurred in any such action, including reasonable attorney fees and court costs.

5/6/2014
11:01 am



AVIS FURNITURE COMPANY

1410 UNION AVENUE
KANSAS CITY, MO 64101
(816) 421-5939 / FAX (816) 421-1512
www.avisfurniture.com / email: sales@avisfurniture.com

INVOICE # 30946

INVOICE

Sold To: SALT & PEPPER REST INC
1215 CELESTE CT
SUGARLAND TX 77479
Account Number: 19-016

Ship To: QUAKER STEAK & LUBE
2505 S GULF FWY S
LEAGUE CITY TX 77573
M/F: QSL - HOUSTON, LEAGUE CITY

Phone (832) 788-6551 Mohammed amin lakh
Fax (281) 807-7477

Date Recvd	Date Entered	Entered By	Ship Via	Customer PO	F.O.B. Point	Terms	Ship Date	Sales Territory
01/29/2014	01/29/2014	Tammy	SALES TECH	SIGNED QUOTE	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -

Tables & Bases

** *: SEE NOTES BELOW

Item#	Qty	Model	Product Description	Net Each	Ext Each
1	21	SA-200	33" x 33" Table Top - 1 1/2" Thick Ash Butcher Block	\$151.00	\$3,171.00
2	4	SA-200	30" x 48" Solid Ash Butcher Block Table 1 1/2" thick	\$200.00	\$800.00
3	7	SA-200	36" Diameter Solid Ash Butcher Block Table 1 1/2" thick	\$192.00	\$1,344.00
4	5	SA-200	30" x 48" Solid Ash Butcher Block Table Top - Flat One End/2ea Radius Corners	\$200.00	\$1,000.00
5	1	SA-200	48" x 48" Solid Ash butcher block 1 1/2" thick w/ two clipped corners	\$279.00	\$279.00
6	3	SA-200	33" x 60" Solid Ash Butcher Block Table 1 1/2" thick	\$275.00	\$825.00
7	4	SA-200	48" diameter solid Ash Butcher Block 1 1/2" thick table	\$325.00	\$1,300.00
8	8	C-2219	Black Cast Iron Bar Height Base w/footring	\$96.00	\$768.00
9	7	B-30	30" x 30" Black Cast Iron Base Bar height w/ footring	\$78.00	\$546.00
10	21	B-30	30" x 30" Black Cast Iron Base, 28 1/2"H dining height	\$38.00	\$798.00
11	5	C-30	C30 Complete base - dining height	\$111.00	\$555.00
12	16	B-522	22" Black Cast Iron End "T" Base, 28 1/2"H Dining Height	\$27.00	\$432.00
13		***	HARDWARE PACKAGE		\$0.00
14	1	**	Truck cancellation fee	\$500.00	\$500.00

Notes

(45) - SA200 TABLES STAIN - SW3112-5 AUTUM MAPLE - SATIN 35 SHEEN

ITEM # 5- DIMENSIONS MUST BE CONFIRMED w/ BOOTH

BAR HEIGHT w/ FOOTRINGS & DINING HEIGHT METAL TABLE BASES

FREIGHT CHARGES - PREPAID ADD

ADDED 5/06/2014- ITEM # 14 TRUCK CANCELLATION FEE

01/31/2014 Down Pmt \$5,909.00
TOTAL \$5,909.00

AMOUNT DUE **\$6,409.00**

Product Total \$12,318.00
TOTAL \$12,318.00

CORRECTNESS OF THE PURCHASE ORDER BECOMES THE RESPONSIBILITY OF THE ORDERING COMPANY UPON RECEIPT OF THIS ACKNOWLEDGEMENT

UPON RECEIPT OF INVOICE PLEASE REMIT PAYMENT TO: 1410 UNION AVENUE KANSAS CITY, MO 64101

FINANCE CHARGES OF 1.5% PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES

In the event legal action is necessary for collection or if suit be instituted to enforce payment hereof, the premises' owner(s) shall be responsible for all costs incurred in any such action, including reasonable attorney fees and court costs.

5/6/2014
1:13 pm



AVIS FURNITURE COMPANY

1410 UNION AVENUE
KANSAS CITY, MO 64101
(816) 421-5939 / FAX (816) 421-1512
www.avisfurniture.com / email: sales@avisfurniture.com

INVOICE # 30947

INVOICE

Sold To: SALT & PEPPER REST INC
1215 CELESTE CT
SUGARLAND TX 77479
Account Number: 19-016

Ship To: QUAKER STEAK & LUBE
2505 S GULF FWY S
LEAGUE CITY TX 77573
M/F: QSL - HOUSTON, LEAGUE CITY

Phone (832) 788-6551 Mohammed amin lakh
Fax (281) 807-7477

Date Recvd	Date Entered	Entered By	Ship Via	Customer PO	F.O.B. Point	Terms	Ship Date	Sales Territory
01/29/2014	01/29/2014	Tammy	SALES TECH	signed quote	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -

Tables & Bases

** *: SEE NOTES BELOW

Item#	Qty	Model	Product Description	Net Each	Ext Each
1	14	OE-300	33" x 33" Table w/ oak veneer inlay w/ 1 1/2" oak edge	\$156.00	\$2,184.00
2	6	OE-300	36" Diameter Table w/ oak veneer inlay w/ 1 1/2" oak edge	\$207.00	\$1,242.00
3	14	B-30	30" x 30" Black Cast Iron Base, 28 1/2"H dining height	\$38.00	\$532.00
4	6	C-2219	Black Cast Iron Bar Height Base w/footring	\$96.00	\$576.00
5		***	HARDWARE PACKAGE		\$0.00

Notes

(20) - BRICKYARD OE-300 1 1/2" OAK EDGE w/ VENEER INLAY
STAIN - SW3112-5 AUTUM MAPLE - 35 SHEEN- SATIN - 35 SHEEN
BAR HEIGHT w/ FOOTRINGS AND DINING HT BASES
FREIGHT CHARGES - PREPAID ADD

01/31/2014 Down Pmt \$959.00
TOTAL \$959.00

AMOUNT DUE **\$3,575.00**

Product Total \$4,534.00
TOTAL \$4,534.00

CORRECTNESS OF THE PURCHASE ORDER BECOMES THE RESPONSIBILITY OF THE ORDERING COMPANY UPON RECEIPT OF THIS ACKNOWLEDGEMENT

UPON RECEIPT OF INVOICE PLEASE REMIT PAYMENT TO: 1410 UNION AVENUE KANSAS CITY, MO 64101

FINANCE CHARGES OF 1.5% PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES

In the event legal action is necessary for collection or if suit be instituted to enforce payment hereof, the premises' owner(s) shall be responsible for all costs incurred in any such action, including reasonable attorney fees and court costs.

5/6/2014
11:09 am

2508 White Sands Drive
Great Bend, KS 67530

Date	Invoice #
4/28/2014	684

Salt & Pepper Restaurants, Inc.
1215 Celeste Court
Sugar Land, TX 77479

Ship To

P.O. Number	Due Date
	5/12/2014

[illegible]



Quotation Number: 228280671

Best Buy For Business
7601 Penn Avenue South
Richfield, MN 55422-3645

To	Info	From
Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573	Request Date: 04/21/14 Expiration Date: 04/28/14 Customer Number: 1244983 Customer PO#: N/A Payment Type: Credit card	Michael.Gonzales@bestbuy.com Business Professional Best Buy For Business Phone: 309-721-7709 Fax: 952-430-5338

Dear Mike Michaelis,

Thank you for requesting a quote for the following item(s) from Best Buy For Business:

Sold To	Bill To	Ship To
Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573	Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573	Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573

Qty	Description	Item#/Mfr#	Price	Ext. Price
30	<u>Samsung - 51"Class (50-3/4"Diag.) - Plasma - 720p - 600Hz - HDTV</u> Availability: In Stock Catalog: Business	BB15679297 14040 PN51F4500AFXZA	\$482.98	\$14,489.40

4	<u>Sharp - AQUOS - 80"Class (80"Diag.) - LED - 1080p - 120Hz - Smart - HDTV</u> Availability: Usually ships in 3 - 5 days Catalog: Business	BB17938194 22350 LC80LE650U	\$2,789.36	Sale:\$11,157.44 Reg.:\$15,999.96 Save:\$4,842.52

1	<u>Insignia™ - 42"Class (42"Diag.) - LED - 1080p - 60Hz - HDTV</u>	BB19329821 66460 NS-42D510NA	\$314.56	Sale:\$314.56 Reg.:\$329.99 Save:\$15.43
---	--	------------------------------------	----------	---

Availability: Usually ships in 3 - 5 days
Catalog: Business

2	<u>Insignia™ - 32"Class (31-1/2"Diag.) - LED - 720p - 60Hz - HDTV</u>	BB19451829 66460 NS-32D311NA	\$169.89	Sale:\$339.78 Reg.:\$399.98 Save:\$60.20
---	---	------------------------------------	----------	---

Availability: Usually ships in 3 - 5 days
Catalog: Business

Notes:

Product Total:	\$26,301.18
Delivery/Shipping:	\$0.00
Est. Tax:	\$2,132.09

Quote Total:	\$28,433.27
=====	

The Framing Loft INC

45 Concord Rd
Hermitage, PA 16148**Invoice**

Date	Invoice #
4/2/2014	8236

Bill To
Mohammed Amin Lakhani, CEO Salt & Pepper Restaurants, Inc. Quaker Steak & Lube - League City, TX 1215 Celeste CT Sugar Land, TX 77479

Ship To
Quaker Steak & Lube 2505 S Gulf Fwy League City, TX 77573

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/7/2014			
Quantity	Item Code	Description			Price Each	Amount
1	QSL	Award Wall 3,12,27,30,32,34,35,43,45,47,56,61,65,67,79,86,87,91,102,103,104,107,116,122,123,125,127,132,135,136,137,139,141,144,145,146,149,152,155,156,158,161,164,165,167,169,170,171,177,178,180,182,183,185,187,188,190,191,192,193,194,195,196,197,199,200,201,202,204,205,206,207			2,084.00	2,084.00T
1	SHIPPING	UPS SHIPPING 8 boxes arrived and signed for 4/14/2014 State Sales Tax			176.76 6.00%	176.76T 135.65
					Total	\$2,396.41

**Quotation**

DP-40275-1868

Bill To	Ship To	Date	4/8/14 4:21 PM
Company Quaker Steak & Lube League City	Quaker Steak & Lube League City	Payment	
Contact Michael Sharifi	Michael Sharifi	Warranty	3 years
Address 2502 South Gulf Freeway	2502 South Gulf Freeway	PO #	
League City, TX US	League City, TX US	Request Date	
Zip 77573	77573	Sales Rep	Dave Parkerson
Phone (281)693-0586	(281)693-0586	E-mail:	dparkerson@hme.com
E-mail msharifi@thelube.com		Phone	800-925-8091 x 1716
		Fax	678-280-2719
		Code:	E2

Qty	Item	Description	Unit Price	Ext Price
1	LTTX	Desktop Transmitter (UHF) - Stand alone UHF desktop transmitter	\$309.00	\$309.00
40	GCLTD	GuestCall LTD Pager (UHF) - Sleek, ergonomically designed pager with user changeable advertising inserts	\$34.00	\$1,360.00
1	LTDCHAR60	LTD Charger Kit - Holds up to 60 LTD pagers. Includes charger, power supply, and 1 jumper wire	\$139.00	\$139.00

GuestCall LTD Paging System

Replacement pagers: \$34

Reduced pricing approved by Daryl McElreath

UPS19-GRND UPS Ground Service - Average Package (19 LB Avg: <60 pager system) \$60.00

For Office Use	Special Instructions	Subtotal	\$	1,868.00
GM: 4/2/14		Sales Tax	\$	-
Type: NEU		Total	\$	1,868.00
LS: 2014 Inbound Ca		Quotation is valid for 30 days		
Code: E2		* Sales Tax Rates on this Quotation are estimates. Your actual invoice will reflect the proper tax rate, if applicable.		
DP-40275-1868				

See Page 2 for Terms and Conditions**HME Wireless Terms And Conditions**

1400 Northbrook Parkway, Suite #320 | Suwanee, GA 30024 | www.hmewireless.com

Houston Hurricane & Security



PO Box 3296
League City, TX 77574

Invoice

Date	Invoice #
7/3/2014	9855

Bill To
Quaker Steak and Lube 2502 S Gulf Freeway League City TX 77573

Description	P.O. No.	Terms	Rep
			Frank
Description	Qty	Amount	
.050 Aluminum Storm Panels			5,606.20T
Discount			-1,121.24
Please see QUOTE 12858 for size and variation.			
Thank you			
HHS			

Sales Tax (6.0%) \$269.10

Total \$4,754.06

Payments/Credits \$0.00

Balance Due \$4,754.06

Phone #	Fax #
281-534-4585	832-201-8958

Web Site
www.HoustonHurricane.com

3/28/2014

**Proposal
Menulink**Midwest POS Solutions, Inc.
2709 Enterprise Drive
Anderson, IN 46013
(765) 778-4080**BILL TO:**Quaker Steak & Lube
Menulink Standard**BILL TO:**

same...

League City TX Location

	Description	Qty	Unit Retail	Extended Retail	Wrnty Mnths
<i>MENULINK System</i>					
C	Menulink Base Software	1	4,540	4,540	12
C	Support Charge (yr-1)	1	600	600	12
C	Hosting Charges (yearly fee)	1	780	780	12
Sub Total				\$5,920	

Software/Service Subtotal**\$5,920*****Midwest POS Solutions Assist-Install Services****

L	None Required or Included.	0	0	0
Services Sub Total				\$0

Total**\$5,920****Grand Total******\$5,920**

The above proposal and the Terms and Conditions attached are being accepted as a firm contract between Midwest POS Solutions, Inc. and QS&L League City Location.

Signed by: _____

m. shank.



Midwest POS Solutions, Inc.

2709 Enterprise Dr Anderson, IN 46013
V: (765) 778-4080 F: (765) 778-7552

Invoice No: 108578

Date: 5/23/2014

Account No: QS27

Bill To: Quaker Steak & Lube League City
Attn: Mike Michaelis
2505 S Gulf Fwy
League City, TX 77573

Ship To: Quaker Steak & Lube League City
Attn: Mike Michaelis
2505 S Gulf Fwy
League City, TX 77573

Sales Order No	P. O. Number	Ship Method	Payment Terms						
S23152		BEST WAY	Due on Receipt						
Remarks							Sales Person		
							Jim Hamilton		
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335276	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335667	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335910	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335914	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336010	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336011	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336012	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336013	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336083	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.00
RADA-P1530 40GB 2GB BIO	P1530 TB 40GB 2GBRAM WEPR7 BIO	46334883	1.0	1.0	0.0	EACH	\$1,800.00		\$1,800.00
RADA-P1530 40GB 2GB BIO	P1530 TB 40GB 2GBRAM WEPR7 BIO	46334886	1.0	1.0	0.0	EACH	\$1,800.00		\$1,800.00
RADA-Aloha Key	Aloha Software Key	134913	1.0	1.0	0.0	EACH	\$0.00		\$0.00
RADA-Aloha TS	Aloha Tableservice		11.0	11.0	0.0	EACH	\$832.00		\$9,152.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020241	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020242	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020243	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020244	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020248	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020249	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020250	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020251	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020252	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020261	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020262	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020263	1.0	1.0	0.0	EACH	\$265.00		\$265.00
RADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020264	1.0	1.0	0.0	EACH	\$265.00		\$265.00



Midwest POS Solutions, Inc.

2709 Enterprise Dr Anderson, IN 46013
V: (765) 778-4080 F: (765) 778-7552

Invoice No: 108578

Date: 5/23/2014

Account No: Q527

Bill To: Quaker Steak & Lube League City
Attn: Mike Michaelis
2505 S Gulf Fwy
League City, TX 77573

Ship To: Quaker Steak & Lube League City
Attn: Mike Michaelis
2505 S Gulf Fwy
League City, TX 77573

Sales Order No	P. O. Number	Ship Method	Payment Terms							
S23152		BEST WAY	Due on Receipt							
Remarks							Sales Person			
							Jim Hamilton			
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074197	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074199	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074203	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074204	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074211	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074223	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-Bloxoln 16in CD	Bloxoln 16in CD 24V PTR SBSC	B12074233	1.0	1.0	0.0	EACH	\$189.00		\$189.00	
RADA-SRP275	P200F040-SRP-275II Impact Acut Gray	REKA14010014	1.0	1.0	0.0	EACH	\$245.00		\$245.00	
RADA-SRP275	P200F040-SRP-275II Impact Acut Gray	REKA14010015	1.0	1.0	0.0	EACH	\$245.00		\$245.00	
RADA-SRP275	P200F040-SRP-275II Impact Acut Gray	REKA14010016	1.0	1.0	0.0	EACH	\$245.00		\$245.00	
RADA-Aloha EDC4+	Aloha Electronic Payments		1.0	1.0	0.0	EACH	\$1,165.00		\$1,165.00	
RADA-Aloha Cust Satsf	Customer Satisfaction Survey		1.0	1.0	0.0	EACH	\$0.00		\$0.00	
RADA-Aloha Quick Count	Aloha Quick Count		1.0	1.0	0.0	EACH	\$0.00		\$0.00	
Setup	Load/Prep HP BOH		1.0	1.0	0.0	EACH	\$285.00		\$285.00	
RDA-Command Ctr	Aloha Command Center		1.0	1.0	0.0	EACH	\$90.00		\$90.00	
Switch - 24 port	24 Port Switch	3EH135325092C	1.0	1.0	0.0	EACH	\$206.00		\$206.00	
Menu Build	Pre-installation HW config, E-Services load, Menulink load		1.0	1.0	0.0	EACH	\$250.00		\$250.00	
Setup	Setup, Configuration, Burn-in		1.0	1.0	0.0	EACH	\$800.00		\$800.00	
Installation	Installation Services		3.5	3.5	0.0	EACH	\$760.00		\$2,660.00	
RADA-KC3	KC3 Kitchen BB-Aloha no LCD/mount	46396853	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00	
RADA-KC3	KC3 Kitchen BB-Aloha no LCD/mount	46397088	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00	
RADA-KC3	KC3 Kitchen BB-Aloha no LCD/mount	46397185	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00	
RADA-KC3	KC3 Kitchen BB-Aloha no LCD/mount	46397217	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00	
RADA-KC3	KC3 Kitchen BB-Aloha no LCD/mount	46397417	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00	
RADA-KC3 BB	KC3 Bump Bar 16 Button	46392429	1.0	1.0	0.0	EACH	\$0.00		\$0.00	
RADA-KC3 BB	KC3 Bump Bar 16 Button	46392438	1.0	1.0	0.0	EACH	\$0.00		\$0.00	



Midwest POS Solutions, Inc.

2709 Enterprise Dr Anderson, IN 46013
V: (765) 778-4080 F: (765) 778-7552

Invoice No: 108578

Date: 5/23/2014

Account No: Q527

Bill To: Quaker Steak & Lube League City
Attn: Mike Michaelis
2505 S Gulf Fwy
League City, TX 77573

Ship To: Quaker Steak & Lube League City
Attn: Mike Michaelis
2505 S Gulf Fwy
League City, TX 77573

Sales Order No	P. O. Number	Ship Method	Payment Terms						
523152		BEST WAY	Due on Receipt						
Remarks							Sales Person		
							Jim Hamilton		
Item No	Description	Serial No	Order	Ship	Bk/O	UM	Price	Disc	Amount
RADA-KC3 BB	KC3 Bump Bar 16 Button	46392466	1.0	1.0	0.0	EACH	\$0.00		\$0.00
RADA-KC3 BB	KC3 Bump Bar 16 Button	46392744	1.0	1.0	0.0	EACH	\$0.00		\$0.00
RADA-KC3 BB	KC3 Bump Bar 16 Button	46392746	1.0	1.0	0.0	EACH	\$0.00		\$0.00
RADA-K1700 RES	K1700 RES WES 4GB 1GB RAM	46221469	1.0	1.0	0.0	EACH	\$1,924.00		\$1,924.00
RADA-K1700 RES	K1700 RES WES 4GB 1GB RAM	46221443	1.0	1.0	0.0	EACH	\$1,924.00		\$1,924.00
RADA-Aloha Kit up to 6	Aloha Kitchen up to 6		1.0	1.0	0.0	EACH	\$1,418.00		\$1,418.00
RADA-Aloha Kit add'l terms	Aloha Kitchen additional terms		1.0	1.0	0.0	EACH	\$292.00		\$292.00
Dell 19"	Dell E190s	CN0CSWJH7287242KDYI	1.0	1.0	0.0	EACH	\$289.00		\$289.00
Dell 19"	Dell E190s	CN0CSWJH7287238JCNF	1.0	1.0	0.0	EACH	\$289.00		\$289.00
Dell 19"	Dell E190s	CN0CSWJH7287242KDYI	1.0	1.0	0.0	EACH	\$289.00		\$289.00
Dell 19"	Dell E190s	CN0CSWJH7287242KDW	1.0	1.0	0.0	EACH	\$289.00		\$289.00
Dell 19"	Dell E190s	CN0CSWJH7287245A3P	1.0	1.0	0.0	EACH	\$289.00		\$289.00
RADA-KC3 BB Bracket	KC3/LCD Integr Birt w/BB Mt		5.0	5.0	0.0	EACH	\$148.00		\$740.00
Ergotron LX arms	Ergotron LX Desk Mount LCD Arm		7.0	7.0	0.0	EACH	\$143.00		\$1,001.00
Setup	Kitchen Setup, Configuration, Burn-in		1.0	1.0	0.0	EACH	\$425.00		\$425.00
Installation	Kitchen Installation Services		0.5	0.5	0.0	EACH	\$760.00		\$380.00
RADA-Menulink License	Menulink	QSL League City	1.0	1.0	0.0	EACH	\$4,540.00		\$4,540.00
MLSWMI2MAINTENAN	1 Yr Menulink Maint		1.0	1.0	0.0	EACH	\$600.00		\$600.00
MLHOS12hosting	1 Yr Menulink Hosting		1.0	1.0	0.0	EACH	\$780.00		\$780.00
RADA-P1230/P153 0 Wall Mt	P1230/P1530 Wall Mt Assy		5.0	5.0	0.0	EACH	\$85.00		\$425.00
RADA-SRP wall mt	Wall Mount Bracket SRP-350		8.0	8.0	0.0	EACH	\$18.00		\$144.00

Our software system automatically puts delinquent accounts on credit hold. Credit hold will prevent access to customer support and other services. Past due accounts are subject to finance charges of 18%.

Please remit payment to the address above.

Please Pay thru wire
transfer against our
loan # 55006435
R. H. Smith
5/23/14

Subtotal	\$58,249.00
Discount	\$0.00
Freight	\$850.00
Sales Tax	\$0.00
Invoice Total	\$59,099.00
Balance Due	\$24,923.00



Quote

Date






5/2/2014

To:
Quaker Steak & Lube - League City
1215 Celeste Ct
Sugarland TX 77479

Project:
Quaker Steak & Lube-League City-
Opening Smallwares Quote

From:
TriMark SS Kemp
Stacey Jones
4567 Willow Parkway
Cleveland OH 44125-1041
(216) 271-7700 (Phone)

Project Code: QUAKER_S








Item	Qty	Description	Sell	Sell Total
1		CHINA:		
2	5 dz	SOUP BOWL Steelite Model No. 71101 Packed: 1 dz FESTIVALE SOUP BOWL5 OZ	\$31.07	\$155.35
				
3	6 dz	CHINA, BOWL, 17 - 32 OZ Steelite Model No. 71102 Packed: 1 dz FESTIVALE PASTA BOWL26 OZ	\$99.54	\$597.24
				
4	10 dz	PLATE, CHINA Steelite Model No. A180P202 Packed: 2 dz Plate, 9" dia., round, narrow rim, Anfora, Festivale (minimum = case quantity)	\$34.68	\$346.80
				
5	8 dz	PLATE, CHINA Steelite Model No. A180P204 Packed: 1 dz Plate, 10-5/8" dia., round, narrow rim, Anfora, Festivale (minimum = case quantity)	\$37.05	\$296.40
				
6	7 dz	PLATTER Steelite Model No. A180P328 Packed: 1 dz Platter, 13 1/2", Anfora, Tiffany Sand Dune. Mixed Colors	\$104.45	\$731.15
				
7	84 ea	PLASTIC SERVING BOWL G.E.T. Enterprises Model No. 7645 Packed: 12 ea	\$5.59	\$469.56

Quaker Steak & Lube-League City-
Opening Smallwares Quote








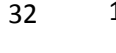
Quaker Steak & Lube - League City

Initial: _____
Page 1 of 37









5/2/2014

Item	Qty	Description	Sell	Sell Total
<hr/>				
		MILANO BOWL 9" BLACK48 OZ.		
8	36 ea	PLASTIC SERVING BOWL G.E.T. Enterprises Model No. 7699 Packed: 12 ea RED SENSATION BOWL 9" 48 OZ	\$5.88	\$211.68
				
9	36 dz	BASKET Thunder Group Model No. 7009 Packed: 1 dz BASKET ROUND 8" YELLOW	\$4.87	\$175.32
				
10	18 dz	BASKET Tablecraft Products Model No. 66002 Packed: 3 dz PLATTER BASKET OVALFOREST GREEN 10.5X7	\$6.94	\$124.92
				
11	15 dz	BASKET Tablecraft Products Model No. 66003 Packed: 1 dz PLATTER BASKET FRSTGREEN 10.75X7.7 RECT	\$13.89	\$208.35
				
12		GLASSWARE:		
15	1 dz	CHAMPAGNE GLASS Libbey Glass Model No. 56421 Packed: 1 dz EMBASSY FLUTE CHAMPAGNE 6 OZ.	\$26.08	\$26.08
				
16	9 dz	ROCKS WHISKEY SOUR GLASS Libbey Glass Model No. 34310 Packed: 3 dz GIBRALTER ROCK 9 OZ.	\$18.74	\$168.66
				
17	4 dz	COCKTAIL MARTINI GLASS Libbey Glass Model No. 654324 Packed: 1 dz Z-STEM MARTINI 9 1/4OZ.	\$31.35	\$125.40








5/2/2014

Item	Qty	Description	Sell	Sell Total
				
18	2 dz	HURRICANE GLASS Libbey Glass Model No. 47550 Packed: 1 dz SQUALL - 15 OZ.	\$39.72	\$79.44
				
19	3 dz	BEER GLASS Libbey Glass Model No. 39993 Packed: 1 dz SCHOONER GLASS 18 OZ.	\$53.13	\$159.39
				
20	6 st	SHOT GLASS Libbey Glass Model No. 5121/S0711 Packed: 6 st Shot Glass, 1-1/4 oz., lined at 7/8 oz. (1 dozen per set), (must purchase in multiples of 6 sets), (H 2-3/8"; T 2"; B 1-3/8"; D 2")	\$13.20	\$79.20
				
22	2 dz	MUG Libbey Glass Model No. 57305 Packed: 2 dz IRISH COFFEE FOOTED8 1/2 OZ	\$38.77	\$77.54
				
29		FRONT OF THE HOUSE ITEMS:		
				
30	36 ea	SERVING TRAY Thunder Group Model No. PLST1418BL Packed: 12 ea Serving Tray, rectangular, 14" x 18", slip resistant, polypropylene, black, NSF	\$3.78	\$136.08
				
31	48 ea	SERVING TRAY Thunder Group Model No. PLST1600BL Packed: 12 ea Serving Tray, 16" dia., slip resistant, polypropylene, black, NSF	\$3.64	\$174.72
				
32	12 ea	SERVING TRAY Thunder Group Model No. PLST2700BL Packed: 6 ea Serving Tray, oval, 22" x 27", slip resistant, polypropylene, black, NSF	\$12.37	\$148.44









5/2/2014

Item	Qty	Description	Sell	Sell Total
				
33	8 ea	FOLDING TRAY STAND Winco Model No. TSY-1A Packed: 6 ea Tray Stand with Bar, 31", chrome	\$13.61	\$108.88
				
34	2 ea	FMP Model No. 226-1127 Packed: ea Holder, Tray Stand, wall mount	\$35.10	\$70.20
				
35	6 ea	PLASTIC PITCHER Vollrath Model No. 6010-06 Packed: 12 ea Tuffex™ I Deluxe Three-Lipped Pitcher, 60 oz., polycarbonate, black (Top diameter 5.75", bottom diameter 3.625")	\$9.01	\$54.06
				
36	6 ea	Vollrath Model No. 6010-44 Packed: 12 ea Tuffex™ I Deluxe Three-Lipped Pitcher, 60 oz., polycarbonate, cobalt (Top diameter 5.75", bottom diameter 3.625")	\$9.01	\$54.06
				
37	1 dz	ABC Procurement Model No. 62250 Packed: 1 dz ASH TRAY DEEP WELL BAKELITE-BLACK-4 1/4"	\$4.66	\$4.66
				
38	6 dz	SUGAR PACKET HOLDER G.E.T. Enterprises Model No. 7993 Packed: 2 dz SUGAR CADDY PLASTICFOREST GREEN	\$10.55	\$63.30
				
39	70 ea	Pronto Products Model No. 196089 Packed: ea TABLE CADDY-NICKEL CHROME PLATED	\$11.03	\$772.10
				








5/2/2014

Item	Qty	Description	Sell	Sell Total
40	120 ea		\$2.09	\$250.80
		H. Risch (see Risch) Model No. 60254 Packed: 200 ea CHECK HOLDER 4"X8 1/2" SINGLE PANEL GRN		
41	4 ea	CHECK HOLDER	\$0.99	\$3.96
		American Metalcraft Model No. 59849 Packed: ea CHECK SPINDLE 3" DIA. GOLD		
42	6 st	OIL & VINEGAR CRUET SET	\$8.68	\$52.08
		Winco Model No. GOB-8S Packed: 12 st Oil Bottle Set, includes: (2) 8 oz. square bottles with lid & chrome plated rack		
43	6 ea	OIL & VINEGAR CRUET BOTTLE	\$1.85	\$11.10
		Winco Model No. GOB-8 Packed: 24 ea Oil Bottle, 8 oz., square, with lid		
43.1	72 ea	MENU MESSAGE HOLDER	\$2.46	\$177.12
		Cal-Mil Model No. 74662 Packed: 24 ea CARD HOLDER 4" WIDEX 6" HIGH		
44		BAR SUPPLIES:		
45	4 ea	BAR KNIFE	\$1.03	\$4.12
		American Metalcraft Model No. BK74 Packed: 240 ea Bar Knife, 7-1/4" long, wooden handle		
46	4 ea	PARING KNIFE	\$4.14	\$16.56
		Dexter Russell Model No. 177350 Packed: 12 ea PARING KNIFE 3 1/4"S/S-WHITE HDL(DAIRY)		
47	4 ea	BAR SPOON	\$0.66	\$2.64
		ABC Procurement Model No. 185850 Packed: ea BAR SPOON S/S 11" TWIST HEX SHANK		








5/2/2014

Item	Qty	Description	Sell	Sell Total
				
48	12 ea	COCKTAIL SHAKER ABC Procurement Model No. 186150 Packed: ea COCKTAIL SHAKER S/S30 OZ NSF CUP ONLY	\$1.80	\$21.60
				
49	8 ea	BAR STRAINER ABC Procurement Model No. 186400 Packed: ea BAR STRAINER COCKTAIL 4 PRONG	\$0.82	\$6.56
				
50	12 ea	BOTTLE OPENER-FLAT POCKET ABC Procurement Model No. PBO-01 Packed: ea Flat Pocket Bottle Opener	\$2.32	\$27.84
				
51	4 ea	MUDDLER ABC Procurement Model No. 187100 Packed: 144 ea MUDDLER WOOD 8"	\$1.21	\$4.84
				
52	6 pk	Franmara Model No. 56362 Packed: 1 pk VACU-VIN WINE STOPPER (PACK OF 2)	\$3.43	\$20.58
				
53	2 ea	Franmara Model No. 56361 Packed: ea VACU-VIN WINE SAVER(1 PUMP W/2 STOPPRS)	\$9.74	\$19.48
				
54	4 ea	BAR MAT Spill-Stop Model No. 160-02 Packed: ea Bar Mat, 3-1/4" x 24", non-slipping, black	\$4.27	\$17.08
				








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Item	Qty	Description	Sell	Sell Total
55	48 ea	BAR MAT Apex Matting & Foodservice Products Model No. 118877 Packed: 36 ea DRI-DECK PLASTI-TILEBLK 12" SQUARE TILE	\$3.66	\$175.68
				
56	1 rl	LINER ROLL Winco Model No. BL-240G Packed: 1 rl Bar Liner, 2' x 40', green	\$23.14	\$23.14
				
57	12 ea	DRINK/BAR MIX POURER Tablecraft Products Model No. N32A Packed: 12 ea PourMaster® Complete Unit, quart, (2 of each) assorted color-coded caps (brown, green, red, orange, white & yellow), includes: container, PourMaster® Long Neck Top™ & StorMaster™ cap, polyethylene, NSF (sold in master case only - 12 each)	\$4.22	\$50.64
				
58	12 ea	DRINK BAR MIX POURER JAR Carlisle Model No. 50878 Packed: 12 ea STORE N' POUR 1 QT BACKUP(CONT&LID)	\$2.09	\$25.08
				
59	6 ea	WINE BOTTLE OPENER Spill-Stop Model No. 184157 Packed: 12 ea CORKSCREW WAITER'S POCKET CHROME PLATED	\$1.89	\$11.34
				
60	6 ea	LEMON SQUEEZER Focus Foodservice Model No. 8565 Packed: EA Lemon Squeezer, 8-3/4" long, 3" dia., enameled aluminum, yellow, with hang tag (SOLD IN CASE PACKS ONLY)	\$7.67	\$46.02
				
61	2 ea	EXACTO POUR 3 TUBE TESTER KIT Spill-Stop Model No. 51692 Packed: ea	\$89.38	\$178.76
				
62	12 ea	JIGGER Winco Model No. J-2 Packed: 12 ea Jigger, 3/4 oz. x 1-1/4 oz., stainless steel (12 each per inner case, 300	\$0.51	\$6.12







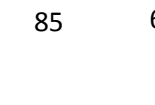
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Item	Qty	Description	Sell	Sell Total
		each per master case)		
63	4 ea	ICE SCOOP Winco Model No. PS-32 Packed: 12 ea Scoop, 32 ounce, polycarbonate, NSF (12 each per inner case, 72 each per master case)	\$3.90	\$15.60
				
64	6 ea	Not Found Model No. 167691 Packed: ea SAF-T-ICE SCOOP-8 OZW/CADDIE HOLDER	\$21.09	\$126.54
				
65	5 ea	MARGARITA GLASS RIMMER Winco Model No. GR-3 Packed: 12 ea Glass Rimmer, 3-tier	\$4.28	\$21.40
				
66	5 ea	BAR CADDY Winco Model No. BC-6 Packed: 12 ea Bar Caddy, 6 compartment, plastic	\$2.07	\$10.35
				
66.0	1 ea	BAR CADDY Winco Model No. BC-6 Packed: 12 ea Bar Caddy, 6 compartment, plastic	\$2.07	\$2.07
				
66.1	6 ea	CONDIMENT DISPENSER Tablecraft Products Model No. 71970 Packed: ea CONDIMENT CADDY 6 COMP.1 PT BLACK	\$15.80	\$94.80
				
67		BACK OF HOUSE UTENSILS:		
68	4 ea	PLASTIC FUNNEL Browne Foodservice Model No. 187361 Packed: 12 ea FUNNEL PLASTIC 16 OZ	\$0.64	\$2.56









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Item	Qty	Description	Sell	Sell Total
				
69	1 ea	FRUIT VEGETABLE WEDGER Sunkist Model No. 142350 Packed: 4 ea SECTIONIZER - 6 WEDGE	\$214.96	\$214.96
				
70	1 ea	WEDGER PARTS Sunkist Model No. 142500 Packed: ea BLADE CUP SET FOR 8WEDGE	\$32.52	\$32.52
				
72		KITCHEN POTS, PANS, BOWLS & SHEET PANS:		
73	120 ea	MIXING BOWL ABC Procurement Model No. 87800 Packed: 12 ea MIXING BOWL S/S 3/4QUART 6 1/2"	\$0.58	\$69.60
				
74	1 ea	MIXING BOWL Winco Model No. MXB-2000Q Packed: 12 ea Economy Mixing Bowl, 20 quart, stainless steel, 18-3/4"L x 18-3/4"W x 5-1/2"H	\$6.41	\$6.41
				
75	6 ea	MIXING BOWL Winco Model No. MXB-150Q Packed: 12 ea Economy Mixing Bowl, 1-1/2 quart, stainless steel, 8"L x 8"W x 2-1/2"H (12 each per inner case, 144 each per master case)	\$0.83	\$4.98
				
76	4 ea	MIXING BOWL Winco Model No. 88102 Packed: 12 ea MIXING BOWL S/S 8 QUARTS 13 1/4"	\$2.88	\$11.52
				
77	2 ea	MIXING BOWL ABC Procurement Model No. 88075 Packed: ea MIXING BOWL S/S 6 QUARTS NSF 13 3/16"	\$4.86	\$9.72

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Item	Qty	Description	Sell	Sell Total
				
78	2 ea	SAUCE PAN Royal Industries Model No. ROY RSP 8 Packed: ea Sauce Pan, 8-1/2 qt., helper handle, tapered, aluminum, NSF	\$13.31	\$26.62
				
79	2 ea	STOCK POT Winco Model No. ALST-40 Packed: ea Winware Stock Pot, 40 quart, 14.6" x 14.4", without cover, reinforced rim, 3/16" thick (4.0mm), standard heavy aluminum, NSF	\$34.17	\$68.34
				
80	2 ea	ABC Procurement Model No. 106119 Packed: 6 ea FRY PAN 14" TRIMARK-NON-STICKW/SLEEVENSF	\$23.75	\$47.50
				
81	24 ea	BUN PAN Winco Model No. ALXP-1318 Packed: 12 ea Sheet pan, 1/2 size, 13" x 18", 3003 aluminum	\$3.97	\$95.28
				
82	60 ea	BUN PAN Winco Model No. ALXP-1826 Packed: 12 ea Sheet Pan, full size, 18" x 26", 18 gauge, aluminum	\$6.33	\$379.80
				
83	36 ea	PIZZA PAN Winco Model No. APZT-10 Packed: 36 ea Pizza Pan, 10" dia., round, wide rim, aluminum (36 each per inner case, 72 each per master case)	\$1.33	\$47.88
84	KITCHEN SUPPLIES: STAINLESS FOOD PANS			
				
85	6 ea	STEAM TABLE PAN COVER Winco Model No. SPCH Packed: 12 ea Steam Table Pan Cover, 1/2 SIZE, slotted, with handle, 18/8 stainless steel, NSF (12 each per inner case, 48 each per master case)	\$4.57	\$27.42








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Item	Qty	Description	Sell	Sell Total
				
86	12 ea	STEAM TABLE PAN Winco Model No. SPJM-204 Packed: 6 ea Steam Table Pan, 1/2 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (6 each per inner case, 24 each per master case)	\$7.02	\$84.24
				
87	8 ea	STEAM TABLE PAN Winco Model No. SPJM-206 Packed: 6 ea Steam Table Pan, 1/2 SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (6 each per inner case, 12 each per master case)	\$10.35	\$82.80
				
88	18 ea	STEAM TABLE PAN Winco Model No. SPJL-4HL Packed: 6 ea Steam Table Pan, 1/2 SIZE LONG, 4" deep, stainless steel, NSF (6 each per inner case, 24 each per master case)	\$9.47	\$170.46
				
89	4 ea	ABC Procurement Model No. 133752 Packed: 36 ea DRAIN GRATE 1/2 SIZE-8"x10"CHROME	\$1.82	\$7.28
				
90	6 ea	STEAM TABLE PAN Winco Model No. SPFP2 Packed: 6 ea Steam Table Pan, FULL SIZE, 2-1/2" deep, perforated, stainless steel, NSF (6 each per inner case, 12 each per master case)	\$11.18	\$67.08
				
91	24 ea	STEAM TABLE PAN Winco Model No. SPJM-104 Packed: 6 ea Steam Table Pan, FULL SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (6 each per inner case, 12 each per master case)	\$12.21	\$293.04
				
92	8 ea	STEAM TABLE PAN Winco Model No. SPJM-106 Packed: 6 ea Steam Table Pan, FULL SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (6 each per inner case, 12 each per master case)	\$16.18	\$129.44
				

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Item	Qty	Description	Sell	Sell Total
93	8 ea	ABC Procurement Model No. 133751 Packed: 36 ea DRAIN GRATE FULL SIZE 10"x18"CHROME	\$3.24	\$25.92
				
94	12 ea	STEAM TABLE PAN Winco Model No. SPJM-304 Packed: 12 ea Steam Table Pan, 1/3 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 24 each per master case)	\$5.71	\$68.52
				
94.1	24 ea	STEAM TABLE PAN Winco Model No. SPJM-304 Packed: 12 ea Steam Table Pan, 1/3 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 24 each per master case)	\$5.71	\$137.04
				
95	6 ea	STEAM TABLE PAN Winco Model No. SPJM-306 Packed: 12 ea Steam Table Pan, 1/3 SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 24 each per master case)	\$8.86	\$53.16
				
95.1	30 ea	STEAM TABLE PAN Winco Model No. SPJM-306 Packed: 12 ea Steam Table Pan, 1/3 SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 24 each per master case)	\$8.86	\$265.80
				
96	6 ea	STEAM TABLE PAN Winco Model No. SPJM-902 Packed: 12 ea Steam Table Pan, 1/9 SIZE x 2-1/2" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 72 each per master case)	\$2.29	\$13.74
				
97	13 ea	STEAM TABLE PAN Winco Model No. SPJM-904 Packed: 12 ea Steam Table Pan, 1/9 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 72 each per master case)	\$2.82	\$36.66
				
97.1	35 ea	STEAM TABLE PAN Winco Model No. SPJM-904 Packed: 12 ea Steam Table Pan, 1/9 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 72 each per master case)	\$2.82	\$98.70









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Item	Qty	Description	Sell	Sell Total
				
98	4 ea	STEAM TABLE PAN Winco Model No. SPJM-406 Packed: 12 ea Steam Table Pan, 1/4 SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 24 each per master case)	\$7.82	\$31.28
				
99	24 ea	STEAM TABLE PAN Winco Model No. SPJM-604 Packed: 12 ea Steam Table Pan, 1/6 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 48 each per master case)	\$4.16	\$99.84
				
100	42 ea	STEAM TABLE PAN Winco Model No. SPJM-606 Packed: 12 ea Steam Table Pan, 1/6 SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 48 each per master case)	\$5.84	\$245.28
				
101	24 ea	ADAPTER BAR Winco Model No. ADB-12 Packed: 12 ea Adapter Bar, 12", stainless steel (12 each per inner case, 144 each per master case)	\$0.95	\$22.80
				
102	12 ea	ADAPTER BAR Winco Model No. ADB-20 Packed: 12 ea Adapter Bar, 20", stainless steel (12 each per inner case, 120 each per master case)	\$1.32	\$15.84
				
103		KITCHEN SUPPLIES: PLASTIC FOOD PANS		
104	6 ea	FOOD PAN COVER Cambro Model No. 30HPCHN150 Packed: 6 ea H-Pan™ Cover, high heat, 1/3 SIZE, notched, with handle, polyetherimide, -40°F to 375°F, non-stick surface, won't bend or dent, amber, NSF	\$7.40	\$44.40
				
105	36 ea	PLASTIC FOOD PAN Cambro Model No. 72559 Packed: 6 ea Food Pan 1/3 SIDE 6" deep-AMBER	\$16.12	\$580.32

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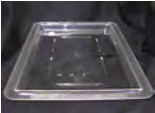



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Item	Qty	Description	Sell	Sell Total
				
106	4 ea	FOOD PAN COVER Cambro Model No. 40HPCHN150 Packed: 6 ea H-Pan™ Cover, high heat, 1/4 SIZE, notched, with handle, polyetherimide, -40°F to 375°F, non-stick surface, won't bend or dent, AMBER, NSF	\$5.80	\$23.20
				
107	6 ea	PLASTIC FOOD PAN Cambro Model No. 46HP150 Packed: 6 ea H-Pan™, 1/4 SIZE, 6" deep, hi-temp, polysulfone, non-stick surface, won't bend or dent, AMBER, NSF	\$12.81	\$76.86
				
108	12 ea	FOOD PAN COVER Cambro Model No. 60HPCHN150 Packed: 6 ea H-Pan™ Cover, high heat, 1/6 size, notched, with handle, polyetherimide, -40°F to 375°F, non-stick surface, won't bend or dent, AMBER, NSF	\$4.63	\$55.56
				
109	12 ea	PLASTIC FOOD PAN Cambro Model No. 72556 Packed: 6 ea Food Pan 1/6th SIZE 6" Deep-AMBER	\$9.27	\$111.24
				
110	8 ea	FOOD PAN DRAIN TRAY Winco Model No. SP76DS Packed: 20 ea Poly-Ware™ Drain Shelf, 1/6 SIZE, fits 1/6 size food pan, polycarbonate, NSF (20 each per inner case, 120 each per master case)	\$0.48	\$3.84
				
111	12 ea	FOOD PAN, PLASTIC Cambro Model No. 24CW110 Packed: 6 ea Camwear® Food Pan, 1/2 size, 4" deep, polycarbonate, BLACK, NSF	\$6.43	\$77.16
				
112	12 ea	FOOD PAN, PLASTIC Cambro Model No. 26CW110 Packed: 6 ea Camwear® Food Pan, 1/2 size, 6" deep, polycarbonate, BLACK, NSF	\$8.26	\$99.12
				









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Item	Qty	Description	Sell	Sell Total
113	24 ea	FOOD PAN, PLASTIC Cambro Model No. 36CW110 Packed: 6 ea Camwear® Food Pan, 1/3 size, 6" deep, polycarbonate, BLACK, NSF	\$6.24	\$149.76
				
114	36 ea	PLASTIC FOOD PAN Cambro Model No. 72588 Packed: 6 ea FOOD PAN 1/6th SIZE 6" Deep BLACK	\$4.38	\$157.68
				
115	60 ea	PLASTIC FOOD PAN Winco Model No. SP7904 Packed: 12 ea Poly-Ware™ Food Pan, 1/9 size, 4" deep, -40°F to 210°F temp. range, dishwasher safe, break-resistant polycarbonate, NSF	\$1.34	\$80.40
				
116	6 ea	FOOD STORAGE CONTAINER COVER Carlisle Model No. 72117 Packed: 6 ea COVER FOR 12 X 18 FOOD BOX CLEAR	\$5.55	\$33.30
				
117	6 ea	FOOD CONTAINER BOX Carlisle Model No. 71410 Packed: 6 ea FOOD STORAGE BOX 12"X18"X9" CLEAR	\$15.24	\$91.44
				
118	6 ea	FOOD CONTAINER BOX Carlisle Model No. 71655 Packed: 6 ea FOOD STORAGE BOX 18"X26"X6" CLEAR	\$18.50	\$111.00
				
119	6 ea	FOOD CONTAINER BOX Carlisle Model No. 72533 Packed: 4 ea FOOD STORAGE BOX 18"X26"X9" CLEAR	\$24.34	\$146.04
				
120		KITCHEN SUPPLIES: PLASTIC STORAGE CONTAINERS		
121	36 ea	FOOD STORAGE CONTAINER COVER Carlisle Model No. 72514 Packed: 6 ea Cover For 2 & 4 QT GREEN	\$1.21	\$43.56

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Item	Qty	Description	Sell	Sell Total
				
122	12 ea	SQUARE FOOD CONTAINER Carlisle Model No. 72510 Packed: 6 ea Food Storage Cont 2QT Square Clear	\$3.16	\$37.92
				
123	30 ea	SQUARE FOOD CONTAINER Carlisle Model No. 72511 Packed: 6 ea Food Storage Cont 4QT Square Clear	\$4.77	\$143.10
				
124	42 ea	FOOD STORAGE CONTAINER COVER Carlisle Model No. 72515 Packed: 6 ea Cover For Container-6 & 8 QT Rose	\$1.44	\$60.48
				
125	36 ea	SQUARE FOOD CONTAINER Carlisle Model No. 72512 Packed: 6 ea Food Storage Cont 6QT Square Clear	\$5.75	\$207.00
				
126	12 ea	FOOD STORAGE CONTAINER COVER Carlisle Model No. 70519 Packed: 6 ea Cover For 12 18 & 22QT Square	\$2.10	\$25.20
				
127	6 ea	SQUARE FOOD CONTAINER Carlisle Model No. 72528 Packed: 6 ea Food Storage Cont 12QT Square Clear	\$9.74	\$58.44
				
128	4 ea	SQUARE FOOD CONTAINER Carlisle Model No. 72530 Packed: 6 ea Food Storage Cont 22QT Square Clear	\$17.89	\$71.56
				









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Item	Qty	Description	Sell	Sell Total
129	48 ea	 Carlisle Model No. 71360 Packed: 12 ea COVER FOR WING SHAKER BUCKET	\$1.07	\$51.36
130	48 ea	 Carlisle Model No. 50759 Packed: 12 ea WING SHAKER BUCKET	\$2.89	\$138.72
131		KITCHEN SUPPLIES: MEASURING SUPPLIES		
132	5 ea	 DISHER, STANDARD ROUND BOWL ABC Procurement Model No. 83000 Packed: ea DISHER SIZE 8 S/S WHITE W/GRAY (NSF)	\$3.99	\$19.95
133	12 ea	 DISHER, STANDARD ROUND BOWL ABC Procurement Model No. 84350 Packed: ea DISHER SIZE 30 S/S WHITE W/BLACK (NSF)	\$3.99	\$47.88
134	4 ea	 PORTION CONTROL SPOON LADLE ABC Procurement Model No. 89000 Packed: ea Portion Server PERFORATED 2 OZ Red	\$0.93	\$3.72
135	4 ea	 PORTION CONTROL SPOON LADLE ABC Procurement Model No. 89001 Packed: ea Portion Server SOLID 2 OZ Red	\$0.93	\$3.72
136	4 ea	 PORTION CONTROL SPOON LADLE ABC Procurement Model No. 89004 Packed: ea Portion Server PERFORATED 4 OZ Green	\$1.20	\$4.80
137	4 ea	PORTION CONTROL SPOON LADLE ABC Procurement Model No. 89005 Packed: ea Portion Server SOLID 4 OZ Green	\$1.20	\$4.80








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Item	Qty	Description	Sell	Sell Total
				
138	24 ea	MEASURING CUP Tablecraft Products Model No. 71289 Packed: 6 ea MEASURING CUP 1/4 S/S	\$0.83	\$19.92
				
139	24 ea	MEASURING CUP Tablecraft Products Model No. 567818 Packed: 24 ea MEASURING CUP 1/2 CUP	\$0.97	\$23.28
				
140	12 ea	MEASURING CUP Tablecraft Products Model No. 567819 Packed: 24 ea MEASURING CUP 1 CUP	\$1.33	\$15.96
				
141	24 ea	MEASURING SPOON Tablecraft Products Model No. 721C Packed: ea Measuring Spoon, 1 Tsp., stainless steel	\$0.36	\$8.64
				
142	36 ea	MEASURING SPOON Tablecraft Products Model No. 51860 Packed: 100 ea MEASURING SPOON 1 TABLESPOON	\$0.36	\$12.96
				
143	6 ea	MEASURING CUP Update International Model No. MEA-50PC Packed: 6 ea Dry Measuring Cup, 1 pint, polycarbonate	\$2.43	\$14.58
				
144	6 ea	MEASURING CUP Update International Model No. MEA-100PC Packed: 6 ea Dry Measuring Cup, 1 quart, 4-5/8" dia., 6"H, polycarbonate	\$3.69	\$22.14
				

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Item	Qty	Description	Sell	Sell Total
145	2 ea	MEASURING CUP Update International Model No. MEA-400PC Packed: 6 ea Dry Measuring Cup, 4 quart, 7-3/8" dia., 9-3/4"H, polycarbonate	\$9.74	\$19.48
				
146		KITCHEN SUPPLIES: UTENSILS		
147	2 ea	FRENCH WHIP ABC Procurement Model No. 131450 Packed: 12 ea WHIP 16" FRENCH LONG- S/S	\$2.04	\$4.08
				
148	12 ea	SERVING LADLE American Metalcraft Model No. 99471 Packed: 12 ea Ladle S/S One Piece 1 OZ.	\$0.97	\$11.64
				
149	8 ea	SERVING LADLE Browne Foodservice Model No. 71235 Packed: ea Ladle 2 OZ Heat Resistant Blue Handle	\$2.53	\$20.24
				
150	36 ea	SERVING LADLE American Metalcraft Model No. 99480 Packed: 12 ea Ladle S/S One Piece 4 OZ	\$1.46	\$52.56
				
151	4 ea	SERVING LADLE Browne Foodservice Model No. 9944BLK Packed: ea Ladle, 4 OZ., 12-3/4"L, one piece, heat resistant to 391° F (200° C), polypropylene handle, 1.0 mm thickness, stainless steel, black	\$2.44	\$9.76
				
152	48 ea	UTILITY TONGS Winco Model No. 71232 Packed: 12 ea Tong Utility 7" S/S	\$0.98	\$47.04
				
153	18 ea	UTILITY TONGS ABC Procurement Model No. 97445 Packed: ea Tong 9 1/2" S/S Spring	\$0.67	\$12.06








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Item	Qty	Description	Sell	Sell Total
				
154	6 ea	UTILITY TONGS ABC Procurement Model No. 97453 Packed: ea Tong 12" S/S Spring	\$0.88	\$5.28
				
155	6 ea	UTILITY TONGS ABC Procurement Model No. 97449 Packed: 120 ea Tong 16" Utility S/S	\$1.05	\$6.30
				
156	6 ea	UTILITY TONGS Winco Model No. 71230 Packed: 6 ea Tong Utility 9" Heat Resistant Yellow	\$2.33	\$13.98
				
157	3 ea	UTILITY TONGS Winco Model No. 71231 Packed: 6 ea Tong Utility 9" Heat Resistant Blue	\$2.33	\$6.99
				
158	6 ea	UTILITY TONGS Winco Model No. 71233 Packed: 6 ea Tong Utility 9" Heat Resistant Red	\$2.33	\$13.98
				
159	1 ea	MEAT TENDERIZER Winco Model No. AMT-2 Packed: 12 ea Meat Tenderizer, 2-sided, 10-1/2" O.L., 3" x 3" square head, aluminum	\$3.91	\$3.91
				
160	2 ea	PIE SERVER Libertyware Model No. 51242 Packed: 12 ea PIE SERVER 6" X 2" WOOD HANDLE	\$1.01	\$2.02
				








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Item	Qty	Description	Sell	Sell Total
161	4 ea	SKIMMER Winco Model No. SCF-6S Packed: 12 ea Skimmer, 6-3/4", square, 20" handle, mesh (12 each per inner case, 48 each per master case)	\$1.49	\$5.96
161.1	2 ea	SKIMMER Winco Model No. SCF-6S Packed: 12 ea Skimmer, 6-3/4", square, 20" handle, mesh (12 each per inner case, 48 each per master case)	\$1.49	\$2.98
162	2 ea	ICE CREAM SPADE Winco Model No. 71966 Packed: 12 ea ICE CREAM SPADE	\$1.82	\$3.64
163	12 ea	SOLID SERVING SPOON ABC Procurement Model No. 89752 Packed: ea SPOON 13" SOLID S/S(NSF)	\$0.83	\$9.96
164	4 ea	STEAK WEIGHT Vollrath Model No. 120750 Packed: 12 ea STEAK WEIGHT ALUMINUM	\$11.66	\$46.64
165	3 ea	SOLID TURNER American Metalcraft Model No. 19075 Packed: 60 ea Hamburger/Pizza Turner/Server, 4" x 6" stainless blade, wood handle, 11-5/8" overall length	\$6.04	\$18.12
166	6 ea	SOLID TURNER Admiral Craft Model No. CUT-T83WH Packed: 24 ea Cake Turner, 8" x 3" stainless steel blade with mirror finish, white polypropylene handle, Advantage Series, NSF	\$7.95	\$47.70
167	6 ea	SOLID TURNER Johnson-Rose Model No. 3053 Packed: 120 ea Flexible Turner, 3" x 8-1/4", solid blade, firm grip, stainless steel, polypropylene brown handle, dishwasher safe	\$2.34	\$14.04









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Item	Qty	Description	Sell	Sell Total
				
168	2 ea	SCOOP ABC Procurement Model No. 116952 Packed: 36 ea SCOOP 58 OZ CAST ALUMINUM	\$4.42	\$8.84
				
169	28 ea	PLASTIC SPATULA Winco Model No. 71963 Packed: 12 ea SCRAPER 16" HIGH HEAT ECONO 500 DEGREE	\$3.18	\$89.04
				
170	6 ea	TOMATO SCOOPER/CORER Prince Castle Model No. 147652 Packed: 24 ea TOMATO CORE-IT	\$1.71	\$10.26
				
171	KITCHEN SUPPLIES: MISCELLANEOUS KITCHEN SUPPLIES			
172	1 ea	CUTTING BOARD San Jamar Model No. CB1824QS Packed: 1 st Cut-N-Carry® Cutting Board Set, includes (4) 18" x 24" x 1/2" boards (1 each yellow, red, green, white) & 1 wall chart, food safety hook, NSF	\$94.81	\$94.81
				
173	4 ea	CUTTING BOARD Winco Model No. CBWT-610 Packed: 20 ea Cutting Board, 6" x 10" x 1/2" thick, rectangular, white	\$1.74	\$6.96
				
173.1	2 ea	CUTTING BOARD Winco Model No. CBWT-610 Packed: 20 ea Cutting Board, 6" x 10" x 1/2" thick, rectangular, white	\$1.74	\$3.48
				
174	1 ea	GLOVES Victorinox Swiss Army Model No. 162154 Packed: 12 ea GLOVE SAFETY LARGE	\$12.29	\$12.29







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Item	Qty	Description	Sell	Sell Total
				
175	6 ea	OVEN MITT Winco Model No. OMF-17 Packed: 12 ea Oven Mitt, 17", flame resistant up to 400° (12 each per inner case, 72 each per master case)	\$1.94	\$11.64
				
176	2 ea	BUCKET OPENER Update International Model No. PO-8P Packed: 12 ea Pail Opener, plastic	\$1.90	\$3.80
				
177	10 ea	PASTRY BRUSH Carlisle Model No. 4040505 Packed: 12 ea Pastry Brush, 3" wide, molded in hanging hook, heat resistant to 500°F, stain and odor resistant, dishwasher safe, silicone, red (Cash n' Carry)	\$4.13	\$41.30
				
177.1	2 ea	PASTRY BRUSH Carlisle Model No. 4040505 Packed: 12 ea Pastry Brush, 3" wide, molded in hanging hook, heat resistant to 500°F, stain and odor resistant, dishwasher safe, silicone, red (Cash n' Carry)	\$4.13	\$8.26
				
178	1 ea	GLOVES Dexter Russell Model No. 176452 Packed: ea GLOVE SAFETY MEDIUM	\$10.47	\$10.47
				
179	12 ea	SHAKER/DREDGE Vollrath Model No. 4961-1332 Packed: 12 cs Dripcut™ Dredge, 16 oz., clear bottle w/medium holes (.100 diameter), beige lid, 6-1/4"H, 2-7/8" diameter **EXTRA 5% FOR VOLLRATH SPECIAL ITEMS ON QSL OPENINGS ONLY	\$30.41	\$364.92
				
180	12 ea	SHAKER Vollrath Model No. 4961-1308 Packed: 12 cs Dripcut™ Dredge, 16 oz., clear bottle w/large holes (.180 diameter), yellow lid, 6-1/4"H, 2-7/8" diameter	\$30.41	\$364.92







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Item	Qty	Description	Sell	Sell Total
		**EXTRA 5% ON VOLLRATH SPECIAL ITEMS FOR QSL OPENINGS ONLY.		
181	2 ea	GRILL SCRAPER Nemco Model No. 144700 Packed: ea SCRAPER REDI GRIL	\$29.53	\$59.06
				
182	2 ea	GRILL SCRAPER BLADE Nemco Model No. 144750 Packed: 6 ea BLADE REPLACE FOR REDI-GRIL SCRAPER	\$2.50	\$5.00
				
183	1 ea	Not Found Model No. 187820 Packed: 6 ea CUP DISPENSER - CONETYPE 8-12 OZ CUPS	\$26.88	\$26.88
				
184	1 cs	PAPER CUP SOLO CUP COMPANY Model No. 4BR-J8614 Packed: 1 cs Paper Cone cup, 4 oz., 5000/cs	\$50.11	\$50.11
				
185	8 ea	GRILL BASTING COVER Carlisle Model No. 120812 Packed: 12 ea BASTING GRILL COVER-ALUMINUM-6" DIAM	\$4.56	\$36.48
				
186	1 ea	COLANDER Winco Model No. ALO-11BH Packed: 6 ea Colander, 11 quart, with handles, aluminum	\$14.21	\$14.21
				
187	1 st	DayMark Food Safety Systems Model No. 200409 Packed: 1 st DAYMARK DISPENSER W/1 RL. EACH DAY - 1"	\$56.58	\$56.58
				








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Item	Qty	Description	Sell	Sell Total
188	6 pk	SQUEEZE BOTTLE Winco Model No. PSB-24C Packed: 6 pk Squeeze Bottle, 24 ounce, plastic, clear, (6 each per pack, 6 packs per case)	\$3.49	\$20.94
				
189	36 ea	SQUEEZE BOTTLE Winco Model No. 71295 Packed: 6 ea SQUEEZE BOTTLE 32 OZ. CLEAR WIDE MOUTH	\$1.00	\$36.00
				
190	1 ea	BRUSH, WIRE FMP Model No. 133-1172 Packed: ea Broiler/Grill Brush, with 24" handle, heavy duty coarse bristles	\$23.31	\$23.31
				
	2 ea	133-1173 Broiler/Grill Brush, with out handle, heavy duty coarse bristles	\$11.63	\$23.26
ITEM TOTAL:				\$46.57
191	KITCHEN SUPPLIES: EQUIPMENT			
192	1 ea	DICER Vollrath Model No. 15001 Packed: ea Redco® InstaCut™ 3.5 Dicer, manual, 3/8" dice, table top, NSF	\$171.66	\$171.66
				
193	1 ea	TOMATO SLICER Nemco Model No. 56600-2 Packed: ea Easy Tomato Slicer II, 1/4" compact slice, razor-sharp blades, pretensioned cartridge blade assembly, specially placed guards, polyethylene slide board, ergonomic handle & self-lubrication track, rubber feet & table stop, NSF	\$249.15	\$249.15
				
194	2 ea	PORTION SCALE Taylor Precision Model No. 139262 Packed: 4 ea SCALE ROTATING DIAL 32 X 1/4 OZ NSF	\$46.69	\$93.38
				
195	1 ea	SCALE, PORTION, DIAL Taylor Precision Model No. 139270 Packed: 4 ea SCALE PORTION RUSTLESS 5# X 1/2 OZ	\$47.48	\$47.48

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Item	Qty	Description	Sell	Sell Total
				
196	1 ea	PORTION SCALE Taylor Precision Model No. 139279 Packed: 4 ea SCALE DIGITAL COMPACT - 10 LB X .1 OZ.	\$49.98	\$49.98
				
197	1 ea	PORTION SCALE Edlund Model No. WSC-10 OP Packed: ea Poseidon™ Scale, Digital Portion, oversized, six capacity display options, 10 lbs x .1 oz./ 10 lbs. x .005 lbs./ 10 lbs. x 1/8 oz./ 5000 g x 1 g/ 160 oz. x .05 oz./ 160 oz. x 1/8 oz., 7" x 10" one-piece stainless steel platform, stainless steel body, programmable, adjustable feet, self-calibrating feature, Dual Housing Technology™, Scale Within a Scale™ design, 4 "AA" batteries (not included), AC power supply, NSF, CUL, UL, CE	\$405.26	\$405.26
				
198	1 ea	CAN OPENER, MANUAL Edlund Model No. 137450 Packed: 3 ea CAN OPENER TABLE STYLE W/BASE	\$104.57	\$104.57
				
199	1 ea	FOOD WARMER, HOT FUDGE/CARAMEL Server Products Model No. 82066 Packed: ea FOOD SERVER, Base (Only), for Rethermalization, stainless steel water-bath warmer accepts 3 quart (2.8 L) stainless steel jar (94009) or food manufacturer's #10 can, jar not included, (500with 120V), NSF & C-UL-US LISTED	\$144.58	\$144.58
				
	1 ea	86819 Squeeze Bottle Inset Kit, for Signature Touch™, Inset & (3) Bottles, drop-in bottle holder inset with (3) 16 oz (.47 L) high-density squeeze bottles (86809)	\$74.74	\$74.74
	1 ea	2-Year warranty		
ITEM TOTAL:				\$219.32
200	3 ea	CHECK HOLDER American Metalcraft Model No. 145306 Packed: ea SLIDE ORDER RACK 48"SILVER	\$15.20	\$45.60
				

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Item	Qty	Description	Sell	Sell Total
201	1 ea	THERMOMETER, FLEXIBLE PROBE  Cooper-Atkins Model No. 94003-K Packed: ea AquaTuff™ Kit, 6-1/2" x 1-1/4" x 2-1/4" (16.5cm x 3.1cm x 5.7cm), temperature range -100° to 999°F (-73° to 537°C), ±0.5°F/±0.3°C temperature accuracy, with 35100-K waterproof digital thermocouple, 50209-K micro hemi-tip probe & 9369 bracket (Atkins)	\$206.04	\$206.04
202	1 ea	INFRARED THERMOMETER  Taylor Precision Model No. 9306N Packed: ea Infrared Thermocouple Thermometer, splash-proof, 4" fold out probe, infrared temperature range -67° to 482°F/-55° to 250°C, +/-2°F, .1°F/C° resolution, 1 second response time, thermocouple range -67° to 626°F/-55° to 330°C, step down probe, white light targeting zone, minimum/maximum, lock, hold, auto off and low battery indicator, operates on 2 AAA batteries (included), carrying case, HACCP check	\$76.95	\$76.95
203	24 ea	POCKET THERMOMETER  Taylor Precision Model No. 139855 Packed: 36 ea THERMOMETER POCKET W/1" DIAL (0 TO +220)	\$3.58	\$85.92
204	24 ea	REFRIG/FREEZER THERMOMETER  Taylor Precision Model No. 140005 Packed: 6 ea THERMOMETER DIAL REFRIGERATOR & FREEZER	\$2.58	\$61.92
204.1	12 ea	POCKET THERMOMETER  Taylor Precision Model No. 139872 Packed: 6 ea THERMOMETER DISHWASHER DIGITAL/-40-450F	\$17.18	\$206.16
205	1 ea	TIMER, ELECTRONIC  Prince Castle Model No. 740-T4 Packed: ea Timer, Electric, 4-channel, single function, bold LCD readout, 10 ft. cord, "fat plug" transformer, 120v/60/1ph, .083 amps, NEMA 5-15P	\$377.34	\$377.34
206	6 ea	CHECK HOLDER, BAR  San Jamar Model No. CK6560A Packed: 6 ea Slide Check Rack, 60"L x 3/4"W x 3"H, glass marbles for smooth sliding, anodized aluminum (bagged with header card)	\$25.99	\$155.94

Initial: _____

TriMark SS Kemp

Date








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Item	Qty	Description	Sell	Sell Total
207	1 ea	HAND TRUCK  Nexel Model No. HT600 Packed: ea Utility Hand Truck, 6" x 13-3/4" nose plate, 1" dia. tubular steel frame, double welded at stress points, 51-3/4"H, 10" x 3-1/2" pneumatic wheels, bright orange enamel finish, rust resistant, 600 lb. capacity	\$76.64	\$76.64
208	1 ea	MAGNETIC KNIFE HOLDER  Winco Model No. WMB-18 Packed: 12 ea Magnetic Bar, 18", wooden base	\$7.20	\$7.20
209	1 ea	MAGNETIC KNIFE HOLDER  Winco Model No. WMB-24 Packed: 12 ea Magnetic Bar, 24", wooden base	\$9.25	\$9.25
210	1 ea	KNIFE RACK  Not Found Model No. 167684 Packed: ea SAF-T-KNIFE STATION- KNIFE STORAGE	\$21.72	\$21.72
211	6 ea	FRY BASKET  Pitco Frialator Model No. P6072185 Packed: ea Basket, (1) oblong/triple size, 17" x 5-5/8" x 5-3/4" deep, front handle, regular mesh (3/fryer), models SG18, E18, SSH75	\$67.00	\$402.00
212	4 ea	POST  Centaur Model No. 70315 Packed: 4 ea POST 74"H STATIONARYCHROME PLATED **FOR BAG IN A BOX	\$6.94	\$27.76
213	3 ea	WIRE SHELIVING  Centaur Model No. 70338 Packed: 4 ea SHELF WIRE 24"W X 36"L, CHROME PLATE NSF **FOR BAG IN A BOX	\$20.14	\$60.42
214	1 ea	DISH CART Carlisle Model No. 167382 Packed: ea CART UTILITY W/END PANELS-BLACK	\$131.82	\$131.82


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Item	Qty	Description	Sell	Sell Total
				
215	16 pk	SHELVING ACCESSORIES Focus Foodservice Model No. 525350 Packed: 1 pk SHELF LABEL HOLDER-3"X1-1/4" BLK/PACK 4	\$2.86	\$45.76
				
216		JANITORIAL:		
217	12 ea	TRIGGER SPRAYER Continental Commercial Products Model No. 70879 Packed: 200 ea SPRAY TRIGGER FOR 24OZ.SPRAY BTL 171586	\$0.51	\$6.12
				
218	6 ea	SPRAYER BOTTLE Continental Commercial Products Model No. 171586 Packed: 100 ea SPRAY BOTTLE ONLY-24OZ. PLASTIC	\$0.63	\$3.78
				
219	12 ea	Not Found Model No. 16768 Packed: 12 ea KLEEN PAIL SMALL 3 QT. RED	\$2.55	\$30.60
				
220	12 ea	Not Found Model No. 167673 Packed: 12 ea KLEEN PAIL MEDIUM 6QT. RED	\$3.33	\$39.96
				
221	6 ea	Not Found Model No. 56642 Packed: 12 ea KLEEN PAIL SMALL 3 QT. GREEN	\$2.70	\$16.20
				
222	8 ea	DISHWASHER RACK EXTENDER Carlisle Model No. 192222 Packed: 6 ea EXTENDER FOR RG16 RACKS	\$6.46	\$51.68








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Item	Qty	Description	Sell	Sell Total
				
223	1 ea	BOWLS DISHWASHER RACK Crestware Model No. RBPT Packed: 6 ea Dishwasher Plate & Tray Rack, peg, closed-end, chemical resistant polymers, handgrips, gray	\$13.10	\$13.10
				
223.1	4 ea	BOWLS DISHWASHER RACK Crestware Model No. RBPT Packed: 6 ea Dishwasher Plate & Tray Rack, peg, closed-end, chemical resistant polymers, handgrips, gray	\$13.10	\$52.40
				
224	5 ea	FLATWARE DISHWASHER RACK Crestware Model No. RBFS Packed: 6 ea Dishwasher Flatware Rack Base, 20" x 20", flat and open, thick mesh bottom, chemical resistant polymers, handgrips, gray	\$13.10	\$65.50
				
224.1	1 ea	FLATWARE DISHWASHER RACK Crestware Model No. RBFS Packed: 6 ea Dishwasher Flatware Rack Base, 20" x 20", flat and open, thick mesh bottom, chemical resistant polymers, handgrips, gray	\$13.10	\$13.10
				
225	12 ea	GLASSES DISHWASHER RACK Carlisle Model No. 191398 Packed: 4 ea RACK GLASS 16 COMP 19 3/4x19 3/4 x 5 1/2	\$25.10	\$301.20
				
226	3 ea	FLATWARE DISHWASHER RACK Crestware Model No. FWB8 Packed: 12 ea Dishwasher Flatware Rack, 8 compartment, with handles, chemical resistant polymers, gray	\$6.75	\$20.25
				
227	3 ea	RACK DOLLY Carlisle Model No. 50848 Packed: ea DOLLY ALUM. NO HANDLE GLASS RACK	\$88.05	\$264.15
				









5/2/2014

Item	Qty	Description	Sell	Sell Total
228	24 ea	SILVERWARE CYLINDER ABC Procurement Model No. 73750 Packed: 72 ea SILVERWARE CYLINDER- POLYETHYLENE	\$0.65	\$15.60
				
229	3 ea	FLOOR SQUEEGEE Rubbermaid Model No. 117912 Packed: 10 ea SQUEEGEE FLOOR MOSS18"	\$5.68	\$17.04
				
230	3 ea	HANDLE Carlisle Model No. 155150 Packed: 12 ea HANDLE WOOD TAPEREDTIP 54" {017-54}	\$3.45	\$10.35
				
231	2 ea	WINDOW SQUEEGEE Carlisle Model No. 155609 Packed: 6 ea SQUEEGEE 12" DOUBLEBLADE	\$5.67	\$11.34
				
232	6 ea	FLATWARE HOLDER Winco Model No. PL-4B Packed: 12 ea Cutlery Bin, 4 compartment, made in USA, NSF	\$4.31	\$25.86
				
233	10 ea	BUS BOX Tablecraft Products Model No. 170540 Packed: 6 ea TOTE BOX DIVIDED 17"X 22" X 7" H-BROWN	\$9.95	\$99.50
				
234	1 ea	BUS BOX Vollrath Model No. 14652 Packed: ea SILVERWARE SOAK SYSTEM GRAY	\$33.95	\$33.95
				
235	4 ea	MOP HANDLE Rubbermaid Model No. 51546 Packed: 12 ea MOP HANDLE 60" WOOD	\$7.93	\$31.72








5/2/2014

Item	Qty	Description	Sell	Sell Total
				
236	12 ea	WET MOP HEAD Rubbermaid Model No. 164151 Packed: 12 ea MOP HEAD CUT HEAD-COTTON-WHITE -SIZE 32	\$4.13	\$49.56
				
237	3 ea	MOP BROOM HOLDER FMP Model No. 159-1139 Packed: ea Mop/Broom Holder, 7-9/16", wall mounted, 2 hangers, stainless steel	\$45.32	\$135.96
				
238	2 ea	MOP BUCKET WRINGER COMBINATION Continental Commercial Products Model No. 164218 Packed: ea MOP BUCKET(26 QT)/WRINGER COMBO BRONZE	\$44.87	\$89.74
				
239	8 ea	FLOOR SIGN Continental Commercial Products Model No. 171682 Packed: 6 ea SIGN WET FLOOR - ENGLISH/SPANISH	\$7.25	\$58.00
				
240	2 ea	TRASH CONTAINER, STATIONARY Rubbermaid Model No. FG9P9000DGRN Packed: ea Plaza™ Jr. Container, 35 gallon, dark green	\$380.86	\$761.72
				
	4 ea	FG356300BEIG Rigid Liner, 19 gallon, 14-1/5" sq x 28" H, trimmed to fit 9P90, 9P91, 3966, 3967, beige	\$57.26	\$229.04
ITEM TOTAL:				\$990.76
241	18 ea	GARBAGE CAN Rubbermaid Model No. 51500 Packed: 4 ea TRASH CONT SLIM JIM23 GAL. BROWN	\$20.87	\$375.66
				
242	4 ea	GARBAGE CAN Rubbermaid Model No. 166700 Packed: 4 ea	\$56.59	\$226.36








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Item	Qty	Description	Sell	Sell Total
		TRASH CONT SQ BASE 23 GAL BEIGE		
243	4 ea	GARBAGE COVER Rubbermaid Model No. 168000 Packed: 4 ea TRASH CONT TOP UNTOUCHABLE SQUARE BEIGE	\$24.08	\$96.32
				
244	1 ea	GARBAGE CAN Rubbermaid Model No. 51454 Packed: 6 ea TRASH CONT BRUTE 32GAL GRAY W/O LID	\$17.66	\$17.66
				
245	2 ea	GARBAGE CAN Rubbermaid Model No. 51457 Packed: 3 ea TRASH CONT 55 GAL. W/O. LID GRAY	\$41.58	\$83.16
				
246	2 ea	GARBAGE CAN DOLLY Rubbermaid Model No. 51458 Packed: 2 ea DOLLY FOR BRUTE CONTAINER BLACK	\$25.98	\$51.96
				
247	2 ea	WATER SPRAY GUN Apex Matting & Foodservice Products Model No. 171669 Packed: 5 ea HOSE NOZZLE HEAVY DUTY INSULATED	\$6.71	\$13.42
				
248	2 ea	HOT WATER HOSE Apex Matting & Foodservice Products Model No. 74022 Packed: 5 ea HOSE HOT WATER 50' HEAVY DUTY	\$32.66	\$65.32
				
249	12 ea	BROOM Winco Model No. BRM-60L Packed: 12 ea Lobby Broom, 60", angled, PVC bristles	\$3.93	\$47.16
				

5/2/2014

Item	Qty	Description	Sell	Sell Total
250	6 ea	BROOM  Rubbermaid Model No. 155706 Packed: 12 ea BROOM FOR LOBBY DUSTPAN-POLY PROP.	\$6.61	\$39.66
251	6 ea	LOBBY DUST PAN  Winco Model No. 71280 Packed: 12 ea DUST PAN LOBBY 13"	\$6.87	\$41.22
252	3 ea	FLOOR SCRUB BRUSH  Carlisle Model No. 152845 Packed: 12 ea BRUSH SCRUB FLOOR HI-LO-WITHOUT HANDLE	\$8.62	\$25.86
253	3 ea	HANDLE  Carlisle Model No. 155800 Packed: 12 ea HANDLE WITH THREADEDMETAL TIP - 60"	\$3.25	\$9.75
254	3 ea	BRUSH  Winco Model No. BRN-8P Packed: 12 ea Pot Scrubbing Brush, 8", with nylon bristles, plastic (12 each per inner case, 72 each per master case)	\$3.03	\$9.09
255	5 ea	FULLER BRUSH CO. Model No. 112245 Packed: 6 ea  SWEEPER ALL SURFACE-SINGLE ROLLER-RUBBER	\$37.89	\$189.45
256	2 ea	Not Found Model No. 167690 Packed: 2 ea  SAF-T-ICE - SANITARYICE TOTE	\$31.64	\$63.28
257	1 ea	VACUUM CLEANER Oreck Commercial Model No. OR102 Packed: ea Commercial Vacuum, upright, 16' cleaning path, ergonomic handle, magnet bar, teflon coated shake-out bag, chrome motor hood, 50 ft	\$263.90	\$263.90





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Item	Qty	Description	Sell	Sell Total
		cord, 870 watt motor (lifetime warranty on fan)		
	1 ea	1-year warranty		
258		FURNITURE:		
259	8 ea	BOOSTER CHAIR Cambro Model No. 100BCS519 Packed: 4 ea Booster Seat, single height, polyethylene, with strap (must order in multiples of 4 each), green	\$31.00	\$248.00
				
260	10 ea	HIGH CHAIR ABC Procurement Model No. 141230 Packed: ea HIGH CHAIR WOOD LT.OAK FINISH-KNOCK DOWN	\$29.67	\$296.70
				
261	2 ea	BABY CARRIER STAND Koala Kare Products Model No. 56340 Packed: ea INFANT SEAT KRADLE BLUE/WHITE	\$72.63	\$145.26
				
262	4 ea	ASH AND CIGARETTE RECEPTACLE Rubbermaid Model No. 164553 Packed: ea SMOKERS STATION CHARCOAL 39"H X 16"DIA	\$146.93	\$587.72
				
263	4 dz	WINE GLASS Libbey Glass Model No. 41964 Packed: 1 dz VINA WINE 18 1/2 OZ.	\$35.90	\$143.60
				
264	72 dz	STEAK KNIFE Winco Model No. K-85P Packed: 24 dz Jumbo Steak Knife, 5" blade, round tip blade, plastic riveted handle	\$7.65	\$550.80
				
265	90 dz	DINNER FORK World Tableware Model No. 21592 Packed: 3 dz	\$8.74	\$786.60

TriMark SS Kemp

Date

5/2/2014

Item	Qty	Description	Sell	Sell Total
		GENEVA DINNER FORK S/S 18/0		
		**OPTION 4 FORK		
266	36 dz	BOUILLON SPOON	\$8.74	\$314.64
		World Tableware Model No. 21591 Packed: 3 dz GENEVA BUIILLON SPOONS/S 18/0		
		**OPTION 4 SOUP SPOON		
267	36 dz	ICED TEA SPOON	\$8.85	\$318.60
		World Tableware Model No. 21673 Packed: 3 dz GENEVA ICED TEA SPOON 18/0		
268	90 dz	DINNER KNIFE	\$20.30	\$1,827.00
		World Tableware Model No. 160 5501 Packed: 1 dz Dinner Knife, serrated blade, solid handle, 18/0 stainless steel, extra heavy weight, Geneva™, Brandware® Collection		
Total				\$27,303.91

TriMark SS Kemp

Date

5/2/2014

Acceptance: _____

Date: _____

Printed Name: _____



Service Activation Form

Fax: (877) 288-6119

16634 Sperry Gardens Dr
Houston, TX 77095

Tel: (713) 227-4966
Fax: (877) 288-6119
capizmocommunications.com

Proposal #: 4846
Order Type: New Proposal
Date: 4/01/2014
Quote Valid Until: 5/01/2014
Sales Representative: Pamela Reeves
Sales Rep. Email: pamelar@capizmo.com
Payment Method: Credit Card

Customer Name: Quaker Steak and Lube
Customer Since: N/A
Contract Start: TBD
Contract Maturity: TBD
Term of Commitment: 0 months from date of Service activation per the Terms of Service

Customer Information:

Company:
Contact:
Street Address:
City, State, Zipcode:
Phone:
Fax:
Mobile:
Email:

Billing Address

Quaker Steak and Lube
Michael Sharifi
2502 South Gulf Freeway
League City, TX 77573

713-906-7481
msharifi@thelube.com

Shipping Address

Quaker Steak and Lube
Michael Sharifi
2502 South Gulf Freeway
League City, TX 77573

713-906-7481
msharifi@thelube.com

Monthly Recurring Charges (MRC)

QTY	Item ID	Description	Monthly	Tax	Monthly Ext
		None			
MRC Subtotal					\$0.00

Non Recurring Charges (NRC)

QTY	Item ID	Description	Price	Tax	Price Ext
1	NEC-SL-DQS-12BTN	NEC SL1100 Digital Quick Start Bundle with 12BTN Consists of (1) 1100010 SL1100 Main KSU (0 x 8 x 4) (1) 1100022 4-Port CO Trunk Daughter Board (1) 1100112 2-Port InMail CompactFlash (6) 1100061 Digital 12-Button Telephone (Black) (1) 808920 Installation Cable (1) 1100066 Designation Sheets for 12-Button Telephones	\$2,398.99	Yes	\$2,398.99
1	NEC-SL-CO-EXP-04	NEC SL1100 4-Port CO Trunk Daughter Board 4-Port CO Trunk Daughter Board IP4WW-4COIDB-B1	\$198.99	Yes	\$198.99
1	NEC-DECT-PH	NEC Digital Cordless DECT Telephone Digital Cordless DECT Telephone	\$609.00	Yes	\$609.00
1	BLUE-BOARD-100PR	Blue Backboard with 2 Brackets for 66-Blocks Blue Backboard with 2 Brackets for 66-Blocks	\$25.00	Yes	\$25.00
1	66-BLOCK-50PR	66-Block 50 Pair Cat 5 66-Block 50 Pair Cat 5	\$12.99	Yes	\$12.99
1	MSHRM-MGMT-4SP	Suttle Wire Management Frame with 4 spools Suttle Wire Management Frame with 4 spools	\$17.99	Yes	\$17.99
1	BB-MM-PRO700LCD	PRO-LCD 700 Uninterruptible Power Supply Minute Man Battery Backup 700 LCD	\$249.99	Yes	\$249.99
1	CST-DSCT	Preferred Customer Discount \$612.95 Discount	\$-612.95	No	\$-612.95
NRC Subtotal					\$2,900.00

877-288-6119



Service Activation Form

Fax: (877) 288-6119

16634 Sperry Gardens Dr
Houston, TX 77095

Tel: (713) 227-4966
Fax: (877) 288-6119
capizmocommunications.com

Proposal #: 4846
Order Type: New Proposal
Date: 4/01/2014

Quote Valid Until: 5/01/2014
Sales Representative: Pamela Reeves
Sales Rep. Email: pamelar@capizmo.com
Payment Method: Credit Card

Customer Name: Quaker Steak and Lube
Customer Since: N/A
Contract Start: TBD
Contract Maturity: TBD
Term of Commitment: 0 months from date of Service activation per the Terms of Service

Notes:

Please note that the discount is based on a cash purchase. Capizmo requires a 60% deposit upon approval and the remainder 40% is due upon completion.

Warranty is one-year parts and labor for defects in workmanship, or parts that fail due to normal use. Warranty does not apply to natural disasters, abuse, misuse, war, riots or insurrection. Any electronics parts damaged by lightning are typically covered under the client's insurance.

Due At Signing

Monthly Recurring	\$0.00
Non-Recurring	\$2,900.00
Sales Tax	\$239.24

Total Due at Signing	\$3,139.24
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Summary

Monthly Recurring	\$0.00
Non-Recurring	\$2,900.00
Sales Tax	\$239.24
USF	\$0.00

Total	\$3,139.24
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The undersigned acknowledges that they have received, read, accepted, and agreed to the Capizmo Terms of Service, and ALL Capizmo Terms and Conditions incorporated by this reference.

Signature:

M. Sharifi

Title:

General Manager

Print Name:

Michael Sharifi

Date:

04/08/14

Confidential and Proprietary to Capizmo This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of Capizmo



INVOICE

INVOICE #: 15495-001

Customer Name
AddressQUAKER STEAK & LUBE MIKE MICHAELIS
2502 GULF FWY
LEAGUE CITY, TX 77573-

Terms: Net 60 days

DATE: 04/10/14

AMOUNT

INVOICE DESCRIPTION

TOTAL AMOUNT DUE \$13,738.26

DESIGN NUMBER =
Job Description:15495-001
16030- 2436452- 2502 GULF FWY (QUAKER STEAK & LUBE

Customer Required Payment

\$13,738.26

COMMENTS: Prepayment before service

CK # 1030
Dt: 04-14-14

Remit To:

Texas New Mexico Power
Phyllis Celestine
1207 W Parkwood
Friendswood, TX 77546For questions about this invoice please contact - -
** WILLIAM TEMPLE @ (281) 996-0453 EXT. 7120 **

Please include invoice number with your payment. Thank you.

PRICES MAY VARY IF NOT PAID WITHIN 60 DAYS

MR. VINCENT



INVOICE

INVOICE #: 15495-001

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AddressQUAKER STEAK & LUBE MIKE MICHAELIS
2502 GULF FWY
LEAGUE CITY, TX 77573-

DATE: 04/10/14

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** WILLIAM TEMPLE @ (281) 996-0453 EXT. 7120 **

Please include invoice number with your payment. Thank you.

CK # 1030
Dt: 04-14-14

1030

SALT & PEPPER RESTAURANTS INC

1215 CELESTE CT
SUGAR LAND, TX 77479

DATE 04-14-2014 85-27-653

THE ORDER OF TEXAS NEW MEXICO POWER

\$13,738.26

Fifteen thousand Seven Hundred thirty Eight & 26/100 DOLLARS

Trustmark
National Bank

INV# 15495-001

FOR TRANSFORMER
@ 2502 S. GULF FWY, LEAGUE CITY

⑈001030⑈ ⑈065300279⑈ ⑈3000154476⑈

1 PV

Vendor Safe Technologies, LLC

7324 Southwest Frwy Suite 1700
Houston, TX 77074
(713) 929-0200
accounting@vendorsafe.com

Invoice

Date	Invoice #
5/7/2014	92940

Bill To
Salt and Pepper Restaurants Inc 2502 South Gulf Freeway League City, TX 77573

Installation Location
Quaker Steak & Lube 2502 South Gulf Freeway League City, TX 77573

Terms	Rep	Account #
CC	PR	SAL-012

Quantity	Description	Price Each	Amount
1	Shipping and Handling	20.00	20.00T
1	Titanium Package Implementation Fee	500.00	500.00T
1	Cisco WAP 200	250.00	250.00T
1	Titanium Package - June 2014 Services	79.95	79.95T
	(May prorate cannot be calculated until the firewall ships)		
	Customer has requested to make all payments by check. Once payment is received for this invoice order will be processed.		
	Credit card information will be kept on file and if payment is not received when we process auto payments on approximately the 20th of each month credit card will be filed.		
	Sales Tax	8.25%	70.12
		Total	\$920.07



Equipment Contract

N. Wasserstrom & Sons, Inc.

Contract made this 20th day of February, 2014, between

DBA: Quaker Steak & Lube - League City Salt & Pepper Restaurants Inc 1215 Celeste Ct Sugar Land, TX 77479
--

Hereinafter referred to as Purchaser, and N. Wasserstrom & Sons, Inc., an Ohio Corporation, whose principal place of business is located at 2300 Lockbourne Rd., Columbus, OH 43207 hereinafter referred to as "Wasserstrom".

For the restaurant equipment to be delivered to:

Quaker Steak & Lube 2502 South Gulf Freeway League City, TX 77573

CONTRACT (CHANGE ORDERS TO PURCHASE EQUIPMENT MAY AFFECT TOTAL)

Equipment Breakdown (Per Purchase Agreement)

Custom Millwork	\$	-	
Custom Stainless	\$	82,502.29	
Direct Ship Items	\$	129,418.30	
Consolidated Items	\$	168,325.89	
Equipment Total			\$ 380,246.48
Delivery & Handling (Per Purchase Agreement)			\$ 7,871.00
Incoming Freight (Per Purchase Agreement)			\$ 2,076.98
Installation (Per Purchase Agreement)			\$ 11,864.50
Estimated Sales Tax			\$ 26,524.95

Note: Sales tax will be charged at the rate applicable in the county and state of shipment

Total Contract Price \$ 428,583.91

Wasserstrom agrees to furnish the attached listed items of equipment subject to the following conditions:

TERMS OF SALE

50% Deposit due with contract
 Balance Due 7 days prior to shipment

All prices are based on payment by cash, check or wire.

I have reviewed the attached Purchase Agreement and find it correct
 (Check One) ☒ as written

☐ per red line corrections (initial corrections and forward copy of Purchase Agreement with signed contract)

Quote No. QUA039 Revision No. 2 Date 1/29/2014

I have accepted this contract as signed and further understand that I must include the following to fully execute:

Check as applicable:

Deposit: (Please note on check " Restaurant, City, State") _____ Enclosed
 @\$ _____ Check No. _____

Credit Application: _____ Enclosed
 x _____ On File

This contract will not be processed and equipment ordered until all of the above are received and the contract is approved by Wasserstrom.

Any final payment due prior to shipment must be received 7 days before the scheduled ship date in order for installation and transportation to be scheduled.

Purchasers having established accounts with Wasserstrom must be current and in good credit standing as a condition precedent for shipment of goods covered under this Agreement. No merchandise will be shipped until all required funds are received by Wasserstrom. Required funds include both payments required under the Terms of Sale of this Agreement as well as any balances that may be due on Purchasers account related to previous transactions.

No payment by purchaser to Wasserstrom of any lesser amount than that due to Wasserstrom shall be deemed to be other than a payment on account, and no endorsement or statement on any check or in any letter accompanying any check or other payment shall be deemed an accord and satisfaction. Wasserstrom may accept any payment without prejudice to Wasserstrom's right to recover any remaining balance or to pursue any other remedy provided in the Agreement, in any Security Agreement(s) executed by the parties, or by applicable law.

SHIPPING DATE

PROJECTED DELIVERY DATE TO JOB SITE:

MARCH 31, 2014

(NOTE: Shipping date from warehouse is 3 - 5 days prior to deliver date)

Wasserstrom will act to place orders on buyout and fabricated equipment promptly upon receipt of signed contract and deposit check and will endeavor to meet Purchasers requested delivery date. However, Wasserstrom is not responsible for any delay in delivery because of casualty, fire, explosion, accidents, strikes, delays in receiving material from manufacturers, government restrictions, acts of God or any other cause beyond its control.

At any time prior to 5 business days from projected shipping date, the Purchaser may extend the date by up to 20 business days. At that time the original date becomes firm. Changes to the ship date requested within 5 days of the original date becomes firm. Changes to the ship date requested within 5 days of the projected date will require that any balance due under contract terms be paid as if delivery had occurred per the original date. In addition, the Purchaser will be responsible for any additional costs incurred by Wasserstrom due to the late change notice. Such costs may include but not be limited to additional labor charges for unloading/reloading of trailers, demurrage charges for trailer storage, and rescheduled installation expenses. The maximum time that the delivery date may be extended from the original projected date is 20 days. Delivery dates extended beyond 20 days or multiple extensions will require that any balance due under the contract terms be paid as if the delivery had occurred per the original projected date. In addition, the Purchaser will be responsible for any additional warehousing and storage cost incurred by Wasserstrom due to the extended delivery date.

CANCELLATION/CHANGE ORDERS

Wasserstrom will endeavor to make changes to the equipment package as requested by the Purchaser up to 7 business days before shipment from factory, however, Purchaser will be responsible for any restocking, freight and change order charges from vendors, and/or Wasserstrom. Exception: **special order of Wasserstrom custom fabrication and/or purchased manufactured items cannot be canceled or changed once entered in production.**

In the event Purchaser wishes to cancel this contract, or any portion thereof, then the costs incurred by Wasserstrom will be applied against the deposit. Cancellation Costs include, but is not limited to, costs incurred for fabrication, labor warehousing, storage fees, restock fees, vendor fees, and any other costs incurred either prior to Purchaser's cancellation or as a result of Purchaser's cancellation. In the event that the remaining deposit does not cover Cancellation Costs, then the customer will owe the balance, and the balance shall be due immediately upon cancellation. Any portion of the deposit left over after all Cancellation Costs are applied against it shall be refunded to the customer. Regardless, no part of this order may be changed unless agreed to by the manufacturer and Wasserstrom.

ADDITIONS TO CONTRACT

Purchaser may add items to this contract and Wasserstrom will endeavor to provide said items on a timely basis. Items added within 7 business days of shipment will be treated as a separate order and will be billed separately. For the purpose of such orders as well as additional future re-orders Wasserstrom will grant an introductory credit line of \$1,500. Larger credit lines may be established by completing Wasserstrom's credit application. All amounts due for such orders are payable in accordance with the terms as they appear on the order invoice.

Read & Initial

AL

RETURNS

Items which have been custom fabricated by Wasserstrom or another vendor or have been used may not be returned. Standard stocking items may be returned, subject to restocking charges. All returns must be pre-approved by Wasserstrom and accompanied by a **Return Authorization Number** in order to be received by Wasserstrom. All requests for return must be made within 14 days of delivery date. *All items approved for return must be shipped back to Wasserstrom in their original packaging and per the instructions that accompany the return authorization number.*

BUILDING ACCESS AND SECURITY

It shall be the responsibility of the purchaser to insure that all equipment can be brought through openings of appropriate size to facilitate easy entry to the building. Any re-work or modifications required to the equipment or the building shall be the responsibility of the Purchaser. The Purchaser shall assume full responsibility for the security of the building, upon delivery of the equipment, to guard against theft, vandalism, etc.

FREIGHT DAMAGE - COMMON CARRIER SHIPMENTS

Any damage must be noted by the purchaser on the bill of lading. The purchaser shall immediately notify the carrier and Wasserstrom of the damage. Wasserstrom will assist and act on the purchaser's behalf in the filing of any freight claim and collections for damages. Concealed damages not evident at time of delivery must be reported within 48 hours of delivery to both the carrier and to Wasserstrom. Failure to follow these guidelines may void any claim for freight damage and result in additional costs for product replacement not covered under this Agreement.

CONTRACT CARRIER (VAN-LOAD SHIPMENTS)

Wasserstrom shall assume responsibility for filing freight claims on Wasserstrom arranged contract carrier vanload shipments.

INSTALLATION

Installations consists of: the uncrating, setting in place and leveling of items supplied by Wasserstrom. Final hook-up and mechanical connections are not included. Trash removal from the jobsite is not included. Normal working hours is 8:00 am to 5:00 pm weekdays, holidays excluded. Overtime hours, if required by the purchaser, will be billed in addition to the quoted amount. **Unless otherwise noted, all installations quotations are based upon non-union labor rates.**

WARRANTY FABRICATION

All equipment consists of: the uncrating, setting in place and leveling of items supplied by Wasserstrom. This warranty and related service procedure can be found as an attachment to this contract. Warranty claims must be made per the terms and conditions of both the warranty and the related service procedure.

WARRANTY BUYOUTS

Wasserstrom agrees to extend to the purchaser the warranty as provided by the manufacturer and agrees to assist in any disputed warranty dealings with the manufacturer. Wasserstrom will not assume liability for the performance of buyout equipment and shall not be held liable for the repair or replacement of any defective buyout equipment. Wasserstrom agrees to furnish the purchaser with a list of local authorized service agencies through which it will be the Purchaser's responsibility to handle warranty claims. Purchaser agrees not to withhold any funds from Wasserstrom due to non-performance of buyout equipment or buyout warranty claim disputes with manufacturer.

INVOICES

This contract will be final invoiced at time of shipment. Any balance due per the contract terms must be received by Wasserstrom prior to shipment. All contract additions will be invoiced separately and payment will be made on a cash in advance basis unless other terms have been prior established. See section on Additional Items.

PRICE PROTECTION

Stated prices will be held firm for 30 days from contract date provided delivery is within stated delivery time.

Read & Initial

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TITLE TRANSFER

All shipments will be made FOB Point of Origin. Wasserstrom shall maintain a security interest in all merchandise covered by this contract until paid in full by the Purchaser. This agreement by execution, shall serve as the Security Agreement between the Purchaser and Wasserstrom.

INSURANCE

Purchaser agrees to carry appropriate insurance coverage on items in this contract with duplicate policy presented to the office of N. Wasserstrom & Sons, Inc. if required. Insurance must be effective upon delivery to the jobsite and must insure against all risks.

INDEMNIFICATION/HOLD HARMLESS

Purchaser irrevocably covenants, promises and agrees to indemnify Wasserstrom and to hold Wasserstrom harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which it may sustain or to which it may become subject arising out of or relating in any way to the equipment provided or work performed by Wasserstrom, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities, except where such are event caused by the sole negligence of Wasserstrom.

FORCE MAJEURE:

Any delay or failure in the performance by Wasserstrom shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of Wasserstrom, despite Wasserstrom reasonable efforts to prevent, avoid, delay, or mitigate the effect such acts, events or occurrences, and which events or the effects thereof are not attributable to Wasserstrom failure to perform its obligations hereunder.

TAXES

All taxes have been excluded from this contract unless shown otherwise. Purchaser is responsible to pay all applicable taxes required by statute. Wasserstrom is bound by statute to collect taxes in company registered states. If applicable Wasserstrom will include same in the invoicing to the purchaser as an addition to this contract.

LEGAL FEES

The Purchaser assumes legal liability for all purchases made on their account, including additional orders placed after shipment of the original equipment package. Any collection or legal fees or court costs necessitated by non-payment of funds as agreed shall be the responsibility of the Purchaser. Purchaser shall pay \$25 fee for all checks returned by Purchaser's bank. Any account with a past due balance will be charged 1 - 1 1/2% interest per month (18% per annum). All legal matters will be in the venue and jurisdiction of Franklin County, Columbus, Ohio.

CONTINGENT LIABILITY

Wasserstrom is acting as the approved equipment and furnishing supplier and is responsible for supplying the materials and installation only. Wasserstrom assumes no contingent liability. Wasserstrom will be held harmless, and in any balances due shall remain due and payable per terms. Many items are purchased by Wasserstrom expressly for re-sale to the Purchaser. As these items are believed to be new and in proper working order, Wasserstrom is not liable in the event of a malfunction that results in damages to the Purchaser's property (i.e., food spoilage, etc.)

Wasserstrom shall be held harmless for any and all events not under its direct control and any balances due shall remain due and payable per terms.

Read & Initial



PROJECT SPECIFICATION

BUILDING TYPE _____ (N/A if not applicable)

COLOR SCHEME _____ (N/A if not applicable)

UTILITY REQUIREMENTS

Initial all that apply

A. Voltage _____	B. Type of Gas <u>NATURAL</u>	C. Special Local Code Requirement _____
208/60/1 _____	Natural _____	Yes _____
208/60/3 _____	Propane _____	No _____
240/60/1 _____	Other _____	* if yes, see below
240/60/3 _____	Not Avail. _____	

Other please specify _____

The drawings listed below are required to ensure that proper equipment is provided, and dimensions and rough-ins are correct. Wasserstrom has been provided the necessary drawings from the following list:

DRAWING	YES	NO	N/A
Floor Plan _____	_____	_____	_____
Kitchen Elevations _____	_____	_____	_____
Plumbing Rough-In _____	_____	_____	_____
Electrical Rough-In _____	_____	_____	_____
Wall Backing _____	_____	_____	_____
Ventilation Plan _____	_____	_____	_____
Seating Plan _____	_____	_____	_____

Other _____

*** Special code requirements

(Note: acquiring required permits and advising Wasserstrom of local code requirements, is the responsibility of the purchaser).

LOCAL AUTHORITIES

Any changes or variations to equipment listed, which are required by local health department or other governing authorities, shall be the responsibility of the Purchaser and any additional charges considered additions to this contract. If required, any changes for testing by independent laboratories shall be the responsibility of the Purchaser.

Shop drawings of custom fabricated equipment and cut sheets of all buyout equipment will be provided upon request by Wasserstrom. to allow purchaser to submit to authorities such as Health, Building and Fire departments. Wasserstrom assumes no liability for non-compliance of any items of its manufacture which carry the ETL label.

BUILDING CONDITIONS

Purchaser is responsible for the readiness of the building for installation of equipment and furnishings. Readiness of building means, minimally, that 1) windows are in, 2) building is secured, 3) floor tile down, grouted and acid cleaned, 4) carpeting in, 5) curbs built, 6) electrical outlets in place, 7) plumbing and electrical is roughed in, 8) wall painting and tiling complete and 9) ceiling in place and finished.

In the event Wasserstrom ships the equipment and furnishings per the purchaser's request and the building is, in fact, not ready for installation, Purchaser is responsible for any extra costs incurred by Wasserstrom which includes the return round trip costs of the Installation Supervisor and support personnel, truck damage, etc.

Read & Initial _____

AL

MISCELLANEOUS

This agreement sets forth the entire understanding between the parties hereto, and fully supersedes any and all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. This agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Ohio. If any provision of this agreement is held to be invalid or unenforceable, the remainder of the agreement shall not be affected, and such provisions shall be deemed modified to the extent necessary to permit its enforcement. Wasserstrom's failure to enforce any provision of this agreement does not constitute a waiver of such provision by Wasserstrom.

The person(s) executing this Agreement, specifically, represents that he/she/they have the authority to execute this Agreement on behalf of the Purchaser and further that you agree to all terms and conditions contained herein.

PURCHASER

N. WASSERSTROM & SONS, INC.
2300 LOCKBOURNE ROAD
COLUMBUS, OH 43207

COMPANY NAME:

Salt & Pepper Restaurants Inc

ACCEPTED BY: _____

ADDRESS:

1215 Celeste CtSugar Land, TX 77479ACCEPTED BY: 

DATE:

02-20-2014

ATTACHMENT TO CONTRACT
Wasserstrom Fabrication Warranty

We warrant to the Person, Firm, Association or Corporation to whom the equipment referred to herein is sold; that all equipment manufactured by Wasserstrom is free from defects in material or factory workmanship. Our obligation under this Warranty shall cover repair or replacement, at our option, F.O.B. our factories, any part of said equipment which becomes defective within 12 months from the date of shipment, and which our examination shall disclose to be defective. This Warranty covers standard labor and parts charges for replacement or repair of defective equipment for one year from the date of the original installation or 12 months from the date of shipment, whichever occurs first, except as noted below. This Warranty does not apply to equipment that has been subject to accident, alteration, abuse, misuse, or improper installation. This Warranty includes no contingent liabilities whatsoever. This Warranty is in lieu of all other Warranties, expressed or implied, and of all other obligations or liabilities on part of our Company. We neither assume, nor authorize any other person to assume for us, any other obligation of liability in connection with the sale of our equipment. This Warranty is not transferable.

REFRIGERATION:

The above stated Warranty applies to all refrigerated products manufactured by Wasserstrom and in addition, the sealed compressor motor only is warranted from a period of five years from date of shipment. First year Warranty will cover full reimbursement of refrigeration parts and labor for 12 months from date of shipment, except as noted below. The additional four years of warranty is for compressor motor parts only. It shall be Wasserstrom's discretion whether the replacement compressor motor can be obtained through Wasserstrom factory or from an authorized wholesaler for the compressor motor. Warranty does not apply to loss of food or contents of equipment due to failure for any reason.

EXCLUSIONS:

This Warranty excludes any equipment failure that is caused by lack of maintenance, tampering, or changes made to the equipment. Examples include but are not limited to dirty condensers, plugged drain lines, tampering with or water damage to digital temperature controls, changing factory presets temperature control adjustment, circuit breakers tripped or turned off, power switch turned off, power cord unplugged or disconnected, improper power supply or broken thermometer. This Warranty also excludes coverage for items that are not manufactured by Wasserstrom but are built into its equipment. Examples of such items include but are not limited to: Hot or cold food wells or pans, drawer warmers, heat lamps, griddles and other items which are not manufactured by Wasserstrom but are built into its equipment. The individual manufacturers provide the warranty for these items and those manufacturers set the lengths and terms of the warranties. This Warranty excludes coverage for equipment situated outside The United States.

TO OBTAIN WARRANTY SERVICE ON WASSERSTROM MANUFACTURED EQUIPMENT:

Call Wasserstrom Warranty Department at 800-444-4697 ext. 8804 from 8 to 5 Eastern Standard Time. After hours you may also call your local service company. However, Wasserstrom's Warranty Department, prior to any work being performed, must approve any charges from a local service company exceeding \$150.00. Note: Wasserstrom warranty only covers work done on non-holiday straight time, it does not cover any extra charges for overtime labor.



Quote

Date

1/29/2014

To:
Salt & Pepper Restaurants
Amin Lakhani
(832) 788-6551 (Cell)
read786@hotmail.com

Project:
Quaker Steak & Lube - League City
TBD
League City TX

From:
N. Wasserstrom & Sons Group
Rebecca Johnson
2300 Lockbourne Road
Columbus OH 43207
614-737-8908

Job Reference Number: QUA039

Item	Qty	Description	Sell	Sell Total
001.0	1 ea	WALK-IN COOLER / FREEZER COMBO Kolpak Model No. WICF 195408A -- Kolpak Outdoor Walk-in: Overall Dimensions: 60'-5.5" x 8'-8.5" x 8'-6.25" Exterior Finishes: FRONT: 26 GA Embossed Galvalume BACK: 26 GA Embossed Galvanized Pre-Painted White LEFT: 12" - 26 GA Embossed Galvanized Pre-Painted White \ 92.5" - 26 GA Embossed Galvalume RIGHT: 92.5" - 26 GA Embossed Galvanized Pre-Painted White \ 12" -26 GA Embossed Galvalume TOP CEILING: 26 GA Embossed Galvalume -- Compartments: WING COOLER 1 (34° F) Dimensions: 11'-2" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: 4" (high) Metal Screed Interior Wall Finish: Embossed Aluminum (Standard) Interior Ceiling Finish Embossed Aluminum Pre-Painted White Standard Door: 4 x 36 x 78 RH Walk-In door located Center Standard on Right Wall. Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout. Frame = 26 GA Embossed Galvalume / Embossed Aluminum (Standard) Plug = 26 GA Embossed Galvalume / Embossed Aluminum (Standard) FOOD COOLER 2 (34° F) Dimensions: 21'-1" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: 4" (high) Metal Screed Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvanized Pre-Painted White	\$50,172.60	\$50,172.60






1/29/2014

Item	Qty	Description	Sell	Sell Total
		Standard Door: 4 x 36 x 78 RH Walk-In door located 46" from Left on Front Wall. Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume		
		FREEZER 3 (-10° F) Dimensions: 11'-6" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: 4" (high) Metal Screed Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvanized Pre-Painted White Standard Door: 4 x 36 x 78 LH Walk-In door located Center Standard on Left Wall. Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume		
		BEVERAGE COOLER 4 (34° F) Dimensions: 16'-8.5" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: 4" (high) Metal Screed Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvanized Pre-Painted White Standard Door: 4 x 36 x 78 RH Walk-In door located 46.5" from Right on Right Wall. Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume		
		-- Compartment Accessories: (21) .032 Stucco Aluminum-White 1.25 x 4.25 x 96L Base Cove (20) Model 1806 LED Vapor Proof w/ Tube		
		-- Door, Reach-In & Buck Opening Accessories: (4) Kickplate – 36" High Ext. Plug, .063 Dia. Tread (4) Kickplate – 36" High Int. Plug, .063 Dia. Tread (4) Adjustable Sweep (3) Viewport, 14x14 Cooler (heated frame) (4) Delete Door Section Light (1) Viewport, 14x14 Freezer (heated frame and glass)		
		-- WalkIn Accessories: (1) Roof Cap - Sloped Membrane Flashed (slope 1/8" per ft)		





1/29/2014

Item	Qty	Description	Sell	Sell Total
		(4) 26 Ga. Galvalume White 3 x 3 x 96L Angle Trim		
		(25) Tie Down Angle - 1-1/2" x 1-1/2" x 96" (Int Wall to CL incl Partitions)		
		(10) Top exterior tie down angle to attach box to building		
		(1) Lot Tapcon Fasteners and Racking Clips		
		(1) Locks Every 11.5 Inches		
		-- Refrigeration:		
		WING COOLER 1 - PR99MOP208/230-60-3		
		KOLPAK MODEL PR99MOP208/230-60-3, 1HP, Medium Temp, Pre-Assembled Remote, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included		
		Voltage: Condensing Unit 208/230-60-3, Evaporator (115/ 1)		
		Amps: Condensing Unit 7.5, Evaporator 4.2		
		Accessories: (1) Fused Disconnect		
		(1) UNIT TO BE PC SYSTEM		
		(1) Medium Temp Time Clock - 115V (PCL and PR)		
		FOOD COOLER 2 - PR199MOP208/230-60-3		
		KOLPAK MODEL PR199MOP208/230-60-3, 2HP, Medium Temp, Pre-Assembled Remote, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included		
		Voltage: Condensing Unit 208/230-60-3, Evaporator (115/ 1)		
		Amps: Condensing Unit 9.4, Evaporator 6.3		
		Accessories: (1) Fused Disconnect		
		(1) UNIT TO BE PC SYSTEM		
		(1) Medium Temp Time Clock - 115V (PCL and PR)		
		FREEZER 3 - PR299LOP208/230-60-3		
		KOLPAK MODEL PR299LOP208/230-60-3, 3HP, Low Temp, Pre-Assembled Remote, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included		
		Voltage: Condensing Unit 208/230-60-3, Evaporator (208/ 1)		
		Amps: Condensing Unit 14.3, Evaporator 13		
		Accessories: (1) UNIT TO BE PC SYSTEM		
		BEVERAGE COOLER 4 - PR199MOP208/230-60-3		
		KOLPAK MODEL PR199MOP208/230-60-3, 2HP, Medium Temp, Pre-Assembled Remote, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included		
		Voltage: Condensing Unit 208/230-60-3, Evaporator(115 / 1)		
		Amps: Condensing Unit 9.4, Evaporator 6.3		
		Accessories: (1) Fused Disconnect		





1/29/2014

Item	Qty	Description	Sell	Sell Total
(1) Medium Temp Time Clock - 115V (PCL and PR) Center Mount Evaporator Coils - No Anthony Door				
2-12	1 ea	WALK-IN COMPONENTS Kolpak Model No. CUSTOM All Walk-In Cooler & Freezer Components included in Item # 1		<Included>
013.0	4 ea	COOLER DUNNAGE RACKS Quadra-Tech Model No. DUN241260 24"x12"x60" High Aluminum Dunnage Rack	\$86.32	\$345.28
013.1	1 ea	COOLER DUNNAGE RACKS Quadra-Tech Model No. DUN241242 24"x12"x42" High Aluminum Dunnage Rack	\$75.26	\$75.26
014.0	16 ea	COOLER SHELVING Focus Foodservice Model No. FF2460G Shelf, Wire, 24"W x 60"L, green epoxy coated finish	\$26.86	\$429.76
				
014.1	4 ea	COOLER SHELVING Focus Foodservice Model No. FF2454G Shelf, Wire, 24"W x 54"L, green epoxy coated finish	\$26.86	\$107.44
				
014.2	8 ea	COOLER SHELVING Focus Foodservice Model No. FF2448G Shelf, Wire, 24"W x 48"L, green epoxy coated finish	\$22.65	\$181.20
				
014.3	28 ea	COOLER SHELVING POST Focus Foodservice Model No. FG074G Post, 74"H, stationary, green epoxy coated with SaniGard™	\$5.86	\$164.08
				
015.0	2 ea	BUN PAN RACK New Age Model No. 6330 Pan Rack, full height, open sides, with angle guides on 2" centers, capacity 30 - 18" x 26" sheet pans, all welded tubular aluminum frame, end loading, 5" stem type swivel casters, NSF 2 ea 1 year limited warranty against workmanship defects, std.	\$324.00	\$648.00
				

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Item	Qty	Description	Sell	Sell Total
016.0	5 ea	FREEZER DUNNAGE RACK Quadra-Tech Model No. DUN241242 24X12X42 Aluminum Dunnage Rack	\$75.26	\$376.30
016.1	2 ea	FREEZER DUNNAGE RACK Quadra-Tech Model No. DUN241248 24X12X48 HIGH ALUMINUM DUNNAGE RACK	\$75.26	\$150.52
017.0	1 ea	BEER COOLER DUNNAGE RACK Quadra-Tech Model No. DUN241260 24x60x12 Aluminum Dunnage Rack	\$86.32	\$86.32
018.0	5 ea	BEER COOLER SHELVING Focus Foodservice Model No. FF2460G Shelf, Wire, 24"W x 60"L, green epoxy coated finish	\$26.86	\$134.30
				
018.1	4 ea	BEER COOLER SHELVING Focus Foodservice Model No. FF2436G Shelf, Wire, 24"W x 36"L, green epoxy coated finish	\$18.57	\$74.28
				
018.2	5 ea	BEER COOLER SHELVING C-CHANNEL Focus Foodservice Model No. FFSF2460GN Frame, 3 sided, 24" x 60", tubular, green epoxy coated	\$32.92	\$164.60
				
018.3	24 ea	BEER COOLER SHELVING POST Focus Foodservice Model No. FG074G Post, 74"H, stationary, green epoxy coated with SaniGard™	\$5.86	\$140.64
				
019.0	32 ea	KEG DOLLY Devault Enterprises Model No. ICD3000 Keg Dolly, polyethylene base, (5) steel casters with rubber wheels, 16.25" x 4"	\$28.37	\$907.84
020.0	32 ea	KEG SPACER Devault Enterprises Model No. ICD1000 Keg Spacer, polyethylene base, 16.25" x 4" Fits all tri-tap barrels. Allows you to tap into top and bottom kegs simultaneously.	\$19.95	\$638.40

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Item	Qty	Description	Sell	Sell Total
021.0	2 ea	AIR CURTAIN BY OTHERS Model No. ASR1048B		
023.0	1 ea	HEAVY DUTY WORK TABLE N. Wasserstrom & Sons Model No. CUSTOM Work Table, Heavy Duty Series, 48"W x 30"D, 14 gauge 300 series stainless steel flat top, open base with 16 gauge 300 series s/s undershelf, legs and 6" back and right side splashes with 2" returns, NSF.	\$673.24	\$673.24
024.0	1 ea	OVERSHELF, WALL-MOUNTED  Amtekco Model No. SHS10F11248 Wall Shelf, Standard series, 48"W x 12"D, 14 gauge 300 series stainless steel, (2) 16 GA. 300 Series Stainless cantilevered brackets, NSF	\$176.99	\$176.99
025.0	1 ea	SHELVING, WIRE  Focus Foodservice Model No. FF2442C Shelf, Wire, 24"W x 42"L, chromate finish	\$20.76	\$20.76
025.1	2 ea	WALL BRACKET  Focus Foodservice Model No. FWB24SCH Direct Mount Wall Brackets, 24"L, single, all welded construction, chromate finish	\$9.79	\$19.58
026.0	12 ea	P.O.S. BY OTHERS		
027.0	10 ea	SHELVING, WIRE  Focus Foodservice Model No. FF1860G Shelf, Wire, 18"W x 60"L, green epoxy coated finish	\$21.78	\$217.80
027.1	8 ea	POST  Focus Foodservice Model No. FG086G Post, 86"H, stationary, green epoxy coated with SaniGard™	\$6.84	\$54.72
028.0	1 ea	REFRIGERATED DISPLAY CASE BY OTHERS		

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Item	Qty	Description	Sell	Sell Total
029.0	1 ea	PROOFER HOLDING CABINET, MOBILE Winston Industries Model No. HL4522AL CVap® Holding Cabinet, full size, 22 cu. ft., electric differential control, fan, 14 adjustable rack supports, field reversible door hinges, magnetic door handle, water fill operated manually, full-perimeter insulated, load limit 65 lbs (29.25 kg) per rack, includes: (2) locking & non-locking heavy duty non-marking casters, stainless steel interior, aluminum exterior, supplied with 84" power cord and plug, UL, cUL, UL Sanitation, NSF, ENERGY STAR® 1 ea One year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators) - See ZAP warranty agreement for full disclosure 1 ea 120v/60/1, 1730 watts, 14.5 amps, 15 MCA, (US) NEMA 5-15P 1 ea Front door: Left-hand (door hinges on left when facing cabinet) 1 ea H3 3" swivel casters (2) with brakes	\$3,811.00	\$3,811.00
033.0	4 ea	HAND SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Hand Sink - 15-1/4" x 17-1/16" Wall Mounted with goose neck faucet and twist level handles. Constructed of 20ga Stainless Steel, NSF.	\$186.30	\$745.20
034.0	1 ea	THREE COMP SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Three Comp Sink - 108" x 30" x 34"h - With three 18"x24" sinks each 14" deep, 9" backsplash and 27" left and right drainboards. Constructed of 14ga stainless steel and includes one 12" swing spout faucets and three twist lever wastes. NSF.	\$1,889.95	\$1,889.95
035.0	1 ea	OVERSHELF, WALL-MOUNTED Amtekco Model No. SHS10F112108 12X108 , 16/300 S/S	\$259.21	\$259.21
036.0	1 ea	POT RACK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Pot Rack - 72" x 15" Double Bar Pot Rack Constructed of 14ga Stainless Steel with 16 s/s pot hooks, NSF.	\$304.00	\$304.00
037.0	1 ea	CLEAN DISHTABLE N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Clean Dishtable - Clean Dishtable: 102" at 30" wide; 36" working height. Constructed of 16ga stainless steel, NSF.	\$4,707.00	\$4,707.00

N. Wasserstrom & Sons Group



Date

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Item	Qty	Description	Sell	Sell Total
038.0	1 ea	SLANT RACK SHELF N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Slant Rack Shelf - 72" x 61" Constructed of 14 ga fully welded stainless steel, NSF.	\$390.00	\$390.00
039.0	1 lt	DISH DOLLIES BY OTHERS		
040.0	1 ea	BOOSTER HEATER BY OTHERS Model No. E-TEMP		
041.0	1 ea	CONVEYOR DISHMACHINE BY OTHERS Model No. EST-44		
042.0	2 ea	VENT RISERS N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Vent Risers - 4" x 16" x 56"h - Constructed of 18ga stainless steel with collar trim at the ceiling, NSF.	\$389.00	\$778.00
043.0	1 ea	SOILED DISHTABLE N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Soiled Dishtable - L shaped Soiled Dishtable: 101" at 48" wide by 80" at 30" wide, 36" working height. Includes Pre-Rinse, Faucet, Soak Sink and Scrap Baskets, Double Rack Overshelf, and Twist Lever Drains. Constructed of 16ga stainless steel, NSF.	\$4,707.00	\$4,707.00
044.0	1 ea	DOUBLE RACK OVERSHELF N. Wasserstrom & Sons Model No. CUSTOM Included in Item #43 - Soiled Dishtable		
045.0	10 ea	SHELVING, WIRE Focus Foodservice Model No. FF1854C Shelf, Wire, 18"W x 54"L, chromate finish	\$20.17	\$201.70
045.1	8 ea	POST Focus Foodservice Model No. FG086C Post, 86"H, stationary, chromate finish	\$7.59	\$60.72



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Item	Qty	Description	Sell	Sell Total
049.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR  Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty	\$157.25	\$157.25
049.0*	1 ea	CONVECTION OVEN, GAS Blodgett Oven Model No. SHOGDOUBLE Convection Oven, Gas, double deck, full size capacity (10) 18" x 26" pans, s/s doors, dual pane thermal glass window on left/solid right hand door, (10) s/s racks and (22) rack positions, chrome plated door handle, manual controls, cooling fan, stainless steel construction, 6" stainless steel legs, 100,000 BTU, 1/3 hp blower, cETL, NSF, Energy Star® 1 ea (1) One year parts and labor warranty, standard 1 ea (2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, standard 1 ea Venting to be determined 1 ea CAST CASTERS 4-1/4" 1 ea Natural gas 1 ea Gas manifold	\$5,452.63	\$5,452.63
ITEM TOTAL:			\$77.89	\$77.89
				\$5,530.52
050.0*	1 ea	HOTPLATE, COUNTER UNIT, GAS Vulcan Model No. VHP212 Achiever Hotplate, gas, 12"W, 60,000 BTU, (2) 30,000 BTU open burners, with lift-off burner heads and standing pilots, cast iron grates, manual gas valve controls, stainless steel front, sides & backsplash, aluminized pull out crumb tray, 4" adjustable legs, CSA, NSF 1 ea 1 year limited parts & labor warranty, standard 1 ea LEGS-GRD6 6" ADJUSTABLE LEGS 1 ea Natural gas, specify elevation if over 2,000 ft.	\$847.89	\$847.89
050.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR  Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty	\$157.25	\$157.25

N. Wasserstrom & Sons Group

Date

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Item	Qty	Description	Sell	Sell Total
051.0	1 ea	WORKTABLE N. Wasserstrom & Sons Model No. CUSTOM Work Table, Standard Series, 16"W x 33"D, 14 gauge 300 series stainless steel flat top, open base with s/s undershelf, (4) legs & bullet feet, NSF	\$385.00	\$385.00
052.0	1 ea	CAPTIVEAIR Captive-Aire Model No. CUSTOM Hood #1 - H1-L 3650BD-2-PSP-F - 13ft 8" Long Low Proximity Sloped Backshelf Hood with Quarter End Panels (shipped loose), w/ Perforated Supply Plenum and a Built-In 3" Back Standoff. - 430 SS Where Exposed (10 ea) - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified (4 ea) - Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others (3 ea) - Extra Fixtures- Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture) (2 ea) - EXHAUST RISER - Factory installed 10" X 14" (3 ea) - SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers (2 ea) - 1/2 Pint Grease Cup New Style, Flanged Slotted - FIELD WRAPPER 24.00" High Front, Left - BACKSPLASH 122.00" High X 600.00" Long 304 SS (Includes End Caps & Divider Bars) - RIGHT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS - LEFT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS - STRUCTURAL FRONT PANEL Hood #2 - H2-C 5424ND-2-PSP-F - 5ft 10" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff - 430 SS Where Exposed -(4 ea) FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified (2 ea) - Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others - Extra Fixtures- Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture) - EXHAUST RISER - Factory installed 9" X 9" - SUPPLY RISER - 8"x 36" Supply Riser with Volume Dampers (2 ea) - 1/2 Pint Grease Cup New Style, Flanged Slotted	\$35,600.74	\$35,600.74

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Item	Qty	Description	Sell	Sell Total
		- FIELD WRAPPER 4.00" High Front, Left, Right		
		Hood #3 - H3-R		
		3650BD-2-PSP-F - 13ft 0" Long Low Proximity Sloped Backshelf Hood with Quarter End Panels (shipped loose), w/ Perforated Supply Plenum and a Built-In 3" Back Standoff.		
		- 430 SS Where Exposed		
		(9 ea) - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified		
		(4 ea) - Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others		
		(3 ea) - Extra Fixtures- Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)		
		(2 ea) - EXHAUST RISER - Factory installed 10" X 14"		
		(3 ea) - SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers		
		(2 ea) - 1/2 Pint Grease Cup New Style, Flanged Slotted		
		- FIELD WRAPPER 24.00" High Front, Right		
		- RIGHT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS		
		- LEFT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS		
		- STRUCTURAL FRONT PANEL		
		Hood #4 - H-4		
		5424ND-2-PSP-F - 5ft 10" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff		
		- 430 SS Where Exposed		
		- Fire Cabinet on the Right Side (Additional charges may apply for cabinet if not sold with fire system)		
		(4 ea) - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified		
		(2 ea) - Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others		
		- Extra Fixtures- Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)		
		- EXHAUST RISER - Factory installed 10" X 9"		
		(2 ea) - SUPPLY RISER - 8"x 24" Supply Riser with Volume Dampers		
		(2 ea) - 1/2 Pint Grease Cup New Style, Flanged Slotted		
		- FIELD WRAPPER 6.00" High Front, Left, Right		
		- BACKSPLASH 122.00" High X 118.00" Long 304 SS (Includes End Caps & Divider Bars)		
		- RIGHT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS		

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Item	Qty	Description	Sell	Sell Total
		- LEFT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS		
		- Electrical Package Installation in Utility Cabinet by Plant.		
		Fire System #1		
		ANSUL-3.0/3.0/3.0/1.5 Ansul 10.5 gallon Wall Mounted Fire System (includes pre-piped hood(s) with detection).		
		Includes piping for hoods: 1, 2, 3.		
		- MGVA2-1/2 GAS VALVE - 2-1/2" Mechanical Shutoff Valve (Ansul) (29-25937)		
		Fire System #2		
		ANSUL-1.5 Ansul 1.5 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).		
		Includes piping for hood: 4.		
		- MGVA1-1/4 GAS VALVE - 1-1/4" Mechanical Shutoff Valve (Ansul) (26-55604)		
		Fan #1 NCA16HPFA - Exhaust Fan (H1)		
		NCA18HPFA High Pressure Belt Drive Centrifugal Upblast Exhaust Fan with 20.75" wheel		
		Exhaust Fan handles 3010 CFM @ -1.250" wc ESP, Fan runs at 1175 RPM.		
		Exhaust Motor: 2.000 HP, 3 Phase 208 V, 60Hz, 6.2 FLA, ODP (Open Drip Proof)		
		- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)		
		- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.		
		Fan #2 NCA8FA - Exhaust Fan (H2-C)		
		NCA8FA Belt Drive Centrifugal Upblast Exhaust Fan with 11.75" wheel		
		Exhaust Fan handles 875 CFM @ -1.250" wc ESP, Fan runs at 1747 RPM.		
		Exhaust Motor: 0.500 HP, 3 Phase 208 V, 60Hz, 1.8 FLA, ODP (Open Drip Proof)		
		- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)		
		- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.		

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Item	Qty	Description	Sell	Sell Total
		<p>Fan #3 NCA16HPFA - Exhaust Fan (H3)</p> <p>NCA18HPFA High Pressure Belt Drive Centrifugal Upblast Exhaust Fan with 20.75" wheel</p> <p>Exhaust Fan handles 3010 CFM @ -1.250" wc ESP, Fan runs at 1175 RPM.</p> <p>Exhaust Motor: 2.000 HP, 3 Phase 208 V, 60Hz, 6.2 FLA, ODP (Open Drip Proof)</p> <p>- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)</p> <p>- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.</p>		
		<p>Fan #4 NCA14HPFA - Exhaust Fan (H4)</p> <p>NCA14HPFA High Pressure Belt Drive Centrifugal Upblast Exhaust Fan with 15.75" wheel</p> <p>Exhaust Fan handles 1000 CFM @ -1.250" wc ESP, Fan runs at 1346 RPM.</p> <p>Exhaust Motor: 0.750 HP, 3 Phase 208 V, 60Hz, 2.7 FLA, ODP (Open Drip Proof)</p> <p>- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)</p> <p>- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.</p>		
		<p>Fan #5 A3-D.750-G18 - Heater</p> <p>A3-D.750-G18 Direct Gas Fired Heated Make Up Air Unit with 18" Blower and 18" Burner.</p> <p>Supply Fan handles 5900 CFM @ 0.500" wc ESP, Fan runs at 735 RPM.</p> <p>Heater supplies 566400 BTUs. 100°F Temperature Rise. [Fuel: Natural Gas]</p> <p>Supply Motor: 5.000 HP, 3 Phase 208 V, 60Hz, 15.0 FLA, ODP, Premium (E-Plus3) Eff.</p> <p>Down Discharge - Air Flow Right -> Left</p> <p>- Sloped Filtered Intake for Size #3 Modular Heater. 37.25" Wide X 51.625" Long X 35.188" High. Includes 2" MV EZ Kleen Metal Mesh Filter.</p> <p>- RTC Solutions • 40-90°F Discharge Temp Control</p> <p>- Gas Manifold for DF3 GM - BTU 0 - 1100001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-88</p> <p>- Cooling Interlock Relay. 24VAC Coil. 120V Contacts. Locks out burner circuit when AC is energized.</p> <p>- Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position.</p>		

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Item	Qty	Description	Sell	Sell Total
		<ul style="list-style-type: none"> - Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size - Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size - Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered. - Motorized Back Draft Damper 30" X 30" for Size 3 Standard & Modular Direct Fired Heaters w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, NFBUP-S Actuator Included 		
		<p>Fan #6 DU50HFA - Exhaust Fan</p> <p>DU50HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (single phase only), disconnect switch and 13-3/4" wheel.</p> <p>Exhaust Fan handles 1000 CFM @ -0.875" wc ESP, Fan runs at 1295 RPM.</p> <p>Exhaust Motor: 0.500 HP, 1 Phase 115 V, 60Hz, 8.1 FLA, ODP (Open Drip Proof)</p>		
		<p>Curb for Fan #1 NCA16HPFA - Exhaust Fan (H1)</p> <p>H1 Curb CRB26.5x20E On Fan # 1 Flat Curb</p> <ul style="list-style-type: none"> - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. - Vented Base for Curb - Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb. 		
		<p>Curb for Fan #2 NCA8FA - Exhaust Fan (H2-C)</p> <p>H2 Curb CRB19.5X20E On Fan # 2 Flat Curb</p> <ul style="list-style-type: none"> - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. - Vented Base for Curb - Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb. 		
		<p>Curb for Fan #3 NCA16HPFA - Exhaust Fan (H3)</p> <p>H3 Curb CRB26.5x20E On Fan # 3 Flat Curb</p> <ul style="list-style-type: none"> - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans 		

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Item	Qty	Description	Sell	Sell Total
		with wheels 20 inches or smaller. 12 GA Galvanized.		
		- Vented Base for Curb		
		- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.		
		Curb for Fan #4 NCA14HPFA - Exhaust Fan (H4)		
		H4 Curb CRB23X20E On Fan # 4 Flat Curb		
		- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.		
		- Vented Base for Curb		
		- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.		
		Curb for Fan #5 A3-D.750-G18 - Heater		
		Curb CRB35X84X20INS Insulated On Fan # 5 Flat Curb		
		Curb for Fan #6 DU50HFA - Exhaust Fan		
		Curb CRB19.5X20E On Fan # 6 Flat Curb		
		- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.		
		- Vented Base for Curb		
		- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.		
		Electrical System #1		
		SC-341110FP 3 Phase w/ 4 Exhaust Fans, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled.		
		Room temperature sensor shipped loose for field installation. Includes 6 Duct Thermostat kits.		
		(2 ea) - Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.		
		(200 ea) - Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price.		

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Item	Qty	Description	Sell	Sell Total
		Factory Services: Service Design Verification for Direct Fired Heater Service Design Verification for Exhaust Fan Service Design Verification for Hood Service Design Verification for Standard Electrical Control Package Service Design Verification Mileage Charge: (30 - 20 free miles) x 2 = 20 total miles		
53-54	1 ea	HOOD ACCESSORIES & S/S FLASHING Captive-Aire Model No. CUSTOM Fire Suppression System, & Stainless Steel Paneling included in item #52 - Hood Package.		
055.0	1 ea	CAN STORAGE RACK Kelmax by SPG Model No. 4H1613 Can Storage Rack, half size, mobile design, s/s top, self feeding gravity fed shelves, holds both #10 & #5 cans, all welded extruded aluminum construction, 72 can capacity, 42"H, 5" plate casters (2 swivel with brake, 2 rigid), NSF	\$433.05	\$433.05
056.0	1 ea	CAN OPENER BY OTHERS Can Opener		
058.0	1 ea	WORKTABLE N. Wasserstrom & Sons Model No. CUSTOM Work Table, Standard Series, 96"W x 30"D, 14 gauge 300 series stainless steel flat top, open base with s/s undershelf, legs and 6" backsplash with 2" return, NSF	\$875.46	\$875.46
059.0*	1 ea	FOOD SLICER, ELECTRIC Globe Model No. G12 Medium Duty Manual Slicer, 12" diameter knife, top mounted sharpener, belt driven, ball bearing chute slide, anodized aluminum with seamless edges & radiused corners, permanently attached knife ring guard, knife cover interlock, metal bottom enclosure, removable slice deflector, power indicator light, motor overload protection, 1/2 Hp, 115v/60/1, 3 amps, NEMA 5-15P, ETL, NSF	\$1,143.16	\$1,143.16
	1 ea	1 year parts (excludes wear/expendable parts), 1 year labor warranty - CONTACT FACTORY FOR DETAILS		



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Item	Qty	Description	Sell	Sell Total
060.0	1 ea	PREP SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated 2 Comp Prep Sink & Worktable - 30" x 72" with two 18"x24" x 12" deep sink bowls and 35" drainboard on right. Constructed of fully welded stainless steel, includes one 12" swing spout faucets, two twist lever wastes and two sink bowl covers, with backsplash and crossrails underneath, NSF.	\$1,578.00	\$1,578.00
061.0	2 ea	OVERSHELF, WALL-MOUNTED Amtexco Model No. SHS10F11284 WALL SHELF, 12X84 14/300 S/S	\$235.75	\$471.50
062.0	2 ea	SHELVING, WIRE Focus Foodservice Model No. FF2460C Shelf, Wire, 24"W x 60"L, chromate finish	\$25.39	\$50.78
062.1	1 ea	SHELVING, WIRE Focus Foodservice Model No. FF2448C Shelf, Wire, 24"W x 48"L, chromate finish	\$20.76	\$20.76
062.3	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24SCH Direct Mount Wall Brackets, 24"L, single, all welded construction, chromate finish	\$9.79	\$19.58
062.4	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24DCH Direct Mount Wall Brackets, 24"L, double, all welded construction, chromate finish	\$14.87	\$29.74
066.0	1 ea	CHICKEN PREP SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Chicken Prep Sink - 30" x 54" with one 20"x25" x 12" deep sink bowl and 25" drainboard on left. Constructed of fully welded stainless steel, includes pre-rinse faucet, twist lever waste and basket support rails, with back and right side splashes, NSF.	\$1,038.00	\$1,038.00





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Item	Qty	Description	Sell	Sell Total
67-69	1 ea	COOKLINE HOOD & S/S FLASHING Captive-Aire Model No. CUSTOM Cookline Exhaust Hood, Fire Suppression System, & Stainless Steel Paneling included in item #52 - Hood Package.		
070.0*	7 ea	FRYER, FLOOR MODEL, GAS, FULL POT Pitco Frialator Model No. SSH75CS Solstice Supreme High Efficiency Fryer, gas, 75lb oil capacity, full tank, I-12 computer control, boil out & melt cycle, drain valve interlock, matchless ignition, self-clean ignition, downdraft protection, s/s tank, front & sides, total 105,000 BTU	\$4,469.04	\$31,283.28
	7 ea	Natural gas		
	7 ea	115/60/1-ph, 0.7 amps, NEMA 5-15P (fryer controls)		
	7 ea	P6072184 Basket, (2) oblong/twin size, 17-1/4" x 8-1/2" x 5-3/4" deep, front handle, regular mesh (shipped std for models SG18, E18, SSH75, batteries shipped with (2) per fryer		
	7 ea	B3901504 Casters, 9" adjustable (set of 4) non-lock rear & lock front casters, ALL Solstice gas and electric fryers, batteries and retherms	\$144.83	\$1,013.81
	5 ea	A1907902-C Joiner strips to bank fryers		
ITEM TOTAL:				\$32,297.09
070.1	7 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KITS48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 SwivelMAX™, 1 full port valve, 1 elbow, coiled restraining cable with hardware, limited lifetime warranty	\$125.29	\$877.03
				
072.0	1 ea	OIL RECOVERY PUMP BY OTHERS Oil Recovery Pump		
074.0	1 ea	WORKTOP FREEZER N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Worktop Freezer - 60" x 32.5" x 34"h with two 21.25" doors and an adjustable overshef per section. 14ga s/s top, self-contained refrigeration on right ETL, NSF.	\$3,194.44	\$3,194.44

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Item	Qty	Description	Sell	Sell Total
075.0*	1 ea	OVEN, CONVEYOR, ELECTRIC Belleco Model No. JPO18 RL Conveyor Pizza Oven, mid-size, electric, single deck, (1) 18" wide conveyor belt, cal-rod elements, capacity (14-16) 16" pizzas per hour, stainless steel exterior, 6.3kw	\$2,900.00	\$2,900.00
	1 ea	2-Year parts warranty (excludes heater tubes) & 1 Year factory-authorized labor & heater tubes		
	1 ea	208v/60/1-ph, 30.3 amps		
	1 ea	With Metal Cal-Rod Elements		
	1 ea	Right to Left Operation		
076.0	1 ea	LOWBOY EQUIPMENT STAND N. Wasserstrom & Sons Model No. CUSTOM Refrigerated Counter/Equipment Stand 78" , (4) 27" drawers, (2) 12"x20" x4" deep pans/drawer(not included), s/s marine top, drawer fronts & sides, 4" heavy duty casters, 1/3hp,1 yr parts & labor wty,5 yr comp wty	\$4,067.00	\$4,067.00
077.0*	1 ea	GRIDDLE, COUNTER UNIT, GAS Vulcan Model No. MSA36 Heavy Duty Gas Griddle, 81,000 BTU, 36"W x 24"D x 1" thick polished steel griddle plate, embedded mechanical snap action thermostat every 12", millivolt pilot safety, manual ignition, countertop, low profile, stainless steel front, sides, front top ledge, front grease trough, grease can, heavy gage 4" back & tapered side splashes, 4" adjustable legs, CSA, NSF	\$2,947.37	\$2,947.37
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	LEGS-GRD6 6" ADJUSTABLE LEGS		
	1 ea	Natural gas, specify elevation if over 2,000 ft.		
077.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty	\$157.25	\$157.25

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Item	Qty	Description	Sell	Sell Total
078.0*	1 ea	CHARBROILER, GAS, COUNTER MODEL Magikitch'n Model No. APMRMB636CR  Radiant Charbroiler, counter model, gas, 36" wide, 13" high, free floating round rod top grate with EZ tilt to front grease trough, cast iron radiants, stainless steel front, sides and 6" service shelf, top grid scraper	\$2,820.80	\$2,820.80
	1 ea	Natural gas, specify elevation if over 2000 feet		
	1 ea	High output burners, 140,000 BTU	\$193.35	\$193.35
	1 ea	Steel grid, spacing 5/16" between rods (standard)		
	1 ea	Legs & bullet feet, 4" stainless steel (set of 4)	\$130.34	\$130.34
ITEM TOTAL:				\$3,144.49
078.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR  Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty	\$157.25	\$157.25
079.0*	1 ea	GRIDDLE, COUNTER UNIT, GAS  Vulcan Model No. MSA48 Heavy Duty Gas Griddle, 108,000 BTU, 48"W x 24"D x 1" thick polished steel griddle plate, embedded mechanical snap action thermostat every 12", millivolt pilot safety, manual ignition, countertop, low profile, stainless steel front, sides, front top ledge, front grease trough, grease can, heavy gage 4" back & tapered side splashes, 4" adjustable legs, CSA, NSF	\$3,557.89	\$3,557.89
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	LEGS-GRD6 6" ADJUSTABLE LEGS		
	1 ea	Natural gas, specify elevation if over 2,000 ft.		
079.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR  Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty	\$157.25	\$157.25
080.0	2 ea	CONDIMENT HOLDER N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Condiment Holder - 5.25" x 29" with cutuot for four 1/9th sized pans (not included). Constructed of 18ga stainless steel, NSF.	\$104.00	\$208.00

Initial: _____



N. Wasserstrom & Sons Group

Date

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Item	Qty	Description	Sell	Sell Total
081.0	1 ea	SAUCING STATION N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Saucing Station - 18" x 30" with 20 cutuots for sauces, table top. Constructed of 16ga stainless steel with 14ga s/s top, NSF.	\$374.00	\$374.00
082.0	1 ea	LOWBOY EQUIPMENT STAND N. Wasserstrom & Sons Model No. CUSTOM Refrigerated Counter/Equipment Stand, 2 section , side mounted self contained refrigeration, 72"L, (4) 27" drawers (2) 12"x20"x4" deep pans/drawer(not included),s/s marine top,drawer fronts& sides,4" heavy duty casters,1/3 HP, 1yr parts & labor warranty, 5 yr compressor warranty	\$4,040.00	\$4,040.00
083.0	1 ea	OVERSHELF Amtekco Model No. SHS10F11236 Wall Shelf, Standard series, 36"W x 12"D, 14 gauge 300 series stainless steel, (2) 16 GA. 300 Series Stainless cantilevered brackets, NSF	\$165.27	\$165.27
086.0	1 ea	REACH-IN FREEZER Victory Refrigeration Model No. VF-SA-2D V-Series™ Freezer, Reach-in, two-section, 46.5 cu. ft. capacity, top mount self-contained refrigeration, stainless steel exterior, aluminum interior, standard depth cabinet, digital thermometer, (2) full-height doors, (6) shelves, incandescent lighting, door locks, electronic controls, 6" casters, 1/2 hp, 115v/60/1, 12.0 amps, 10' cord, NEMA 5-20P, ENERGY STAR®, UL, cUL, NSF, MADE IN USA 1 ea 115v/60/1-ph, 13.4 amps, 1 ea Self-Contained refrigeration 1 ea 5-yr. compressor warranty within the USA, valued at \$80.00 net included in equipment price 1 ea WARRANTY UPDATED: Full 3-year parts/labor service warranty within the USA valued at \$135.00 net included in equipment price, standard 1 ea Door hinging: left door hinged on left, right door hinged on right standard 1 ea Incandescent light 1 ea Casters, set of 4, 6" high with 5" wheel, 2 with brakes, standard	\$3,897.24	\$3,897.24




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Item	Qty	Description	Sell	Sell Total
087.0	1 ea	WING HOLDING STATION N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Wing Holding Station with dual heat strips below and a heat lamp above, with side heat shield. 18ga stainless steel construction with a 16ga s/s top, NSF.	\$2,930.00	\$2,930.00
088.0	1 ea	OVERSHELF, WALL-MOUNTED Amtexco Model No. SHS10F11236 WALL SHELF, 12X36, 16/300 S/S	\$165.26	\$165.26
089.0	1 ea	SHELVING, WIRE Focus Foodservice Model No. FF2460C Shelf, Wire, 24"W x 60"L, chromate finish	\$25.39	\$25.39
				
089.1	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24SCH Direct Mount Wall Brackets, 24"L, single, all welded construction, chromate finish	\$9.79	\$19.58
				
091.0	1 ea	PORTION SCALE BY OTHERS Portion Scale		
092.0	1 ea	TIMER BY OTHERS Timer		
095.0	1 ea	CHEF/EXPO COUNTER N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Chef's Counter - 343" x 58" with double overshef. Includes: Self-contained refrigerated cold rails, 7-pan cold pan, 12-pan cold pan, undercounter freezer, heat lamps, hot wells, bain marie with auto-fill, warming drawer, hot shelf, dipperwells, trash chute, panel box, chase to ceiling for electrical and data lines, recepticals for microwaves. Constructed of 18ga S/S with a 16ga S/S top, ETL, NSF.	\$36,850.00	\$36,850.00
096.0	1 ea	UNDERCOUNTER FREEZER N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter		
097.0	2 ea	REFRIGERATED PREP TABLE N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter		



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Item	Qty	Description	Sell	Sell Total
098.0	1 ea	BAINÉ MARIE HOT WELL N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter		
100.0	1 ea	HEATED SHELF Hatco Model No. GRSBF-48-O Included in Item #95 - Chef's Counter		
101.0*	1 ea	TOASTER, CONTACT GRILL, CONVEYOR TYPE APW Wyott Model No. M-95-2 Bun Grill Toaster, electric, conveyor type, low-profile vertical conveyor, countertop design, bread and bun toaster, approximately 1600 units/hour capacity, 35 second gear only, stainless steel construction	\$1,380.60	\$1,380.60
	1 ea	1 year parts & labor warranty, std.		
	1 ea	240v/60/1-ph, 2780w, 11.6 amps, NEMA 6-20P		
	1 ea	84177 Teflon Sheet Kit, for wet or dry operation (10 sheets per kit) for M-95-2	\$156.60	\$156.60
	1 ea	83997 Bun Slide, for M-95-2	\$118.80	\$118.80
ITEM TOTAL:				\$1,656.00
102.0	2 ea	DROP-IN HOT WELL Wells Model No. MOD-100TD Included in Item #95 - Chef's Counter & #132 - Soup & Dessert Counter		
103.0	2 ea	DROP-IN REFRIGERATED COLD PAN N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter		
104.0	1 ea	DROP-IN HOT WELL Wells Model No. HMP-6ULD Included in Item #95 - Chef's Counter		
105.0	1 ea	DRAWER WARMER Hatco Model No. HDW-1B Included in Item #95 - Chef's Counter		
106.0	3 ea	DIPPERWELL Component Hardware Model No. K30-1010 Included in Item #95 - Chef's Counter & #132 - Soup & Dessert Counter		






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Item	Qty	Description	Sell	Sell Total
107.0*	5 ea	MICROWAVE OVEN ACP Model No. HDC182  Amana® Commercial C-Max Microwave Oven, 1800 watts, heavy volume, compact, stackable, stainless steel interior & exterior, X2 quantity pad, 11 power levels, 100 memory settings, auto voltage sensor, side hinged door, full 3-yr warranty, 208-240v/60/1-ph, 3000 total watts, 15.3 amps, 20 MCA, 5'6" cord & NEMA 6-20P	\$931.91	\$4,659.55
108.0	2 ea	HEAT LAMP Hatco Model No. GRAH-60D6 Included in Item #95 - Chef's Counter		
109.0	4 ea	HEAT LAMP Hatco Model No. GRAH-48D6 Included in Item #95 - Chef's Counter		
115.0	4 ea	PRINTER BRACKET N. Wasserstrom & Sons Model No. CUSTOM Printer Bracket for Chef's Line	\$48.00	\$192.00
118.0*	2 ea	ICE MAKER, CUBE-STYLE  Hoshizaki Model No. KM901MRH3 Ice Maker, Cube-Style, remote air-cooled, remote condenser (priced separately), approximately 899-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/3-ph, 7.0 amps	\$3,415.79	\$6,831.58
	2 ea	3-Year parts & labor on entire machine		
	2 ea	5-Year parts & labor on evaporator		
119.0*	2 ea	REMOTE CONDENSER UNIT  Hoshizaki Model No. URC-9F Remote Condenser, R-404A refrigerant, 115v/60/1, for KML-631MRH, KMD-850MRH, KMD-901MRH and KM-901MRH(3)	\$684.00	\$1,368.00
	2 ea	5-Year parts on air-cooled condenser		
	2 ea	5-Year parts on air-cooled condenser		
119.1*	2 ea	PRE-CHARGED TUBING KIT Hoshizaki Model No. R40455682 55' Pre-Charged Tubing Kit, R-404 refrigerant, for URC-9F, URC-12F and URC-14F	\$243.00	\$486.00




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Item	Qty	Description	Sell	Sell Total
120.0*	1 ea	ICE BIN Follett Corporation Model No. SG1650S60 Upright Ice Bin, single door, 1660 lb. bin storage, incl: poly liner, SmartGATE™, poly lift door with PowerHinge, s/s exterior, custom cut top, 6" s/s adjustable legs, 82 oz. plastic ice scoop	\$2,857.51	\$2,857.51
				
122.0*	2 ea	WATER FILTER ACCESSORY Hoshizaki Model No. H932051 Water Filter Accessory	\$135.00	\$270.00
123.0	1 ea	DRAIN TROUGH BY OTHERS Drain Trough		
125.0	1 ea	BEVERAGE COUNTER N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Beverage Counter - 30" x 96" - Includes cut out for drink dispenser, undershelves, glass racks, lift off panel and apron. Constructed of 18ga stainless steel with 14ga s/s top, and 6" back and side splashes, NSF.	\$2,082.00	\$2,082.00
126.0	1 ea	DROP IN SODA/ICE DISPENSER BY OTHERS Drop In Soda/Ice Dispenser		
127.0	1 ea	COFFEE BREWER BY OTHERS Coffee Brewer		
128.0	1 ea	ICED TEA BREWER BY OTHERS Iced Tea Brewer		
129.0	1 ea	REFRIGERATED COUNTER, MEGA TOP SANDWICH UNIT Amtekco Model No. AMTR1B72 Refrigerated Mega Top, 72"L, self-contained, 16 gauge 300 series stainless steel top, front & sides, galvanized steel rear, bottom & compressor housing, 3" thick polyurethane foamed-in-place insulation, HFC-404A refrigeration, 3 door, (24) 1/6 size pan capacity, electronic temp controls with LED display, 115v/60/1-ph, 1/3 hp rear mount compressor, 8.7amps, 8' cord, ETL, NSF	\$3,071.51	\$3,071.51
				









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Item	Qty	Description	Sell	Sell Total
130.0	1 ea	OVERSHELF, WALL-MOUNTED Amtekco Model No. SHS10F11260 WALL SHELF, 12X60, 16/300 S/S	\$188.72	\$188.72
				
130.1	4 ea	OVERSHELF, WALL-MOUNTED Amtekco Model No. SHS10F11272 WALL SHELF, 12x72, 16/300 S/S	\$224.06	\$896.24
131.0	2 ea	SHELVING, WIRE Focus Foodservice Model No. FF2460C Shelf, Wire, 24"W x 60"L, chromate finish	\$25.39	\$50.78
				
131.1	3 ea	SHELVING, WIRE Focus Foodservice Model No. FF2454C Shelf, Wire, 24"W x 54"L, chromate finish	\$25.39	\$76.17
				
131.3	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24SCH Direct Mount Wall Brackets, 24"L, single, all welded construction, chromate finish	\$9.79	\$19.58
				
131.4	4 ea	WALL BRACKET Focus Foodservice Model No. FWB24DCH Direct Mount Wall Brackets, 24"L, double, all welded construction, chromate finish	\$14.87	\$59.48
				
132.0	1 ea	SOUP & DESSERT TABLE N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Soup & Dessert Counter - 30" x 96" - Includes Perlick 8000 Ice Cream Dipping Cabinet, dipperwell, APW HFW-10 Drop-in Hot Well, undershelves, and apron. 14ga s/s top, and 6" backsplash with 2" return, NSF.	\$3,181.00	\$3,181.00
133.0	1 ea	ICE CREAM FREEZER Hatco Model No. 8000 Included in Item #132 - Soup & Dessert Counter		

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Item	Qty	Description	Sell	Sell Total
134.0	1 ea	MICROWAVE SHELF N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Microwave Shelf - 18" x 24" Constructed of 16 ga fully welded stainless steel, NSF.	\$102.00	\$102.00
135.0	1 ea	REACH-IN REFRIGERATOR, 1 SECTION Victory Refrigeration Model No. VR-SA-1D V-Series™ Refrigerator, Reach-in, one-section, 21.5 cu. ft. capacity, top mount self-contained refrigeration, stainless steel exterior, aluminum interior, standard depth cabinet, digital thermometer, (1) full-height door, (3) shelves, incandescent lighting, door locks, electronic controls, 6" casters, 1/3 hp, 115v/60/1, 9.8 amps, 10' cord, NEMA 5-15P, ENERGY STAR®, UL, cUL, NSF, MADE IN USA  1 ea 115v/60/1-ph, 9.8 amps, w/cord & plug, standard 1 ea Self-Contained refrigeration 1 ea 5-yr. compressor warranty within the USA, valued at \$80.00 net included in equipment price 1 ea WARRANTY UPDATED: Full 3-year parts/labor service warranty within the USA valued at \$135.00 net included in equipment price, standard 1 ea Door hinging: on left at factory 1 ea Incandescent light 1 ea Casters, set of 4, 6" high with 5" wheel, 2 with brakes, standard	\$2,264.80	\$2,264.80
136.0	1 ea	CASH DEPOSIT CABINET BY OTHERS Cash Deposit Cabinet		
138.0	1 ea	CHILLER PUMP SHELF BY OTHERS Chiller Pump Shelf		
139.0	8 ea	DRY STORAGE SHELVING Focus Foodservice Model No. FF2436G Shelf, Wire, 24"W x 36"L, green epoxy coated finish 	\$18.57	\$148.56
139.1	15 ea	DRY STORAGE SHELVING Focus Foodservice Model No. FF1854G Shelf, Wire, 18"W x 54"L, green epoxy coated finish 	\$21.78	\$326.70

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Item	Qty	Description	Sell	Sell Total
139.2	10 ea	DRY STORAGE SHELVING Focus Foodservice Model No. FF1836G Shelf, Wire, 18"W x 36"L, green epoxy coated finish	\$15.35	\$153.50
				
139.3	5 ea	DRY STORAGE SHELVING Focus Foodservice Model No. FF1848G Shelf, Wire, 18"W x 48"L, green epoxy coated finish	\$18.36	\$91.80
				
139.4	10 ea	WIRE SHELVING Focus Foodservice Model No. FF1448G Shelf, Wire, 14"W x 48"L, green epoxy coated finish	\$15.93	\$159.30
				
139.5	10 ea	WIRE SHELVING Focus Foodservice Model No. FF1436G Shelf, Wire, 14"W x 36"L, green epoxy coated finish	\$13.48	\$134.80
				
139.5	10 ea	DRY STORAGE SHELVING Focus Foodservice Model No. FF2136G Shelf, Wire, 21"W x 36"L, green epoxy coated finish	\$17.19	\$171.90
				
139.6	48 ea	DRY STORAGE SHELVING POST Focus Foodservice Model No. FG086G Post, 86"H, stationary, green epoxy coated with SaniGard™	\$6.84	\$328.32
				
139.7	8 ea	DRY STORAGE SHELVING POST Focus Foodservice Model No. FG074G Post, 74"H, stationary, green epoxy coated with SaniGard™	\$5.86	\$46.88
				
140.0	15 ea	DISHROOM & SERVER SHELVING Focus Foodservice Model No. FF2454G Shelf, Wire, 24"W x 54"L, green epoxy coated finish	\$26.86	\$402.90
				

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Item	Qty	Description	Sell	Sell Total
140.1	12 ea	DISHROOM & SERVER SHELVING POST Focus Foodservice Model No. FG086G Post, 86"H, stationary, green epoxy coated with SaniGard™	\$6.84	\$82.08
141.0	1 ea	CENTURY SYSTEM Perlick Corporation Model No. CENTURY SYSTEM Perlick Century Remote Draft Beer Dispensing System, to consist of the following components: (tower style and finish must be verified prior to ordering)		
	1 ea	CM-4006-16B4 Extra High Bridge Tower, 16 faucets, 13-1/4" faucet clearance, 44-1/8" O.A. bridge length, (2) 4-5/8" sq. bases, Stainless Steel. NOTE # 3/4" FAUCET SPACING	\$2,114.53	\$2,114.53
	1 ea	CM9045 TEE TOWER, 4006S16B4, 16 FAUCETS, 3-1/4" CENTERS, 51-5/8" OVERALL, 16" WIDE SINGLE BASE, -4 HEIGHT (+3-3/4"), ST. STL. FINISH	\$2,026.42	\$2,026.42
	2 ea	CM9278 Custom Drainer, Includes Water Spritzer INCLUDES # GR-UCM Style Water Spritzer	\$1,215.79	\$2,431.58
	85 ea	4220-16-1 16 Beer Lines - 4 Glycol Lines - 4-3/4" Diameter	\$26.19	\$2,226.15
	80 ea	4220-16-1 Second Basic Trunk Housing (Accuflex tubing), for beer system, 16-lines, custom fabricated at factory, (must use Procon style power pak), for second trunk housing, specify number of feet, each	\$26.19	\$2,095.20
	2 ea	C23045 Trunk Housing Branch - within 5 Ft of Dispensing Head	\$53.75	\$107.50
	2 ea	C15312 60 yd. roll - 1/2" filament tape	\$9.53	\$19.06
	2 ea	C15311 36 yd. roll - 2" clear polytape	\$17.98	\$35.96
	2 ea	C15698 36 yd. roll - 2" black polytape	\$20.52	\$41.04
	2 rl	C14230B1 Braided tubing 3/8" - 100 ft. roll	\$45.64	\$91.28
	1 ea	4414-2 Power Pak, air cooled, 17-1/4" W x 24-1/4" L x 25-1/2" H, dual pump, constant pressure expansion valve, adjustable electronic temperature control with digital readout, 3/4 H.P., 120v/60/1-ph, 25.2 amps	\$2,755.05	\$2,755.05
	1 ea	4431 115v pump kit for 4414	\$291.63	\$291.63
	1 ea	CM3210 Chiller bracket	\$112.78	\$112.78
	8 ea	63299-1 Glycol premix food grade - 1 gallon	\$15.24	\$121.92
	2 ea	63335 Coolant Connector kit (first foot) - Glycol Bath to Trunk Housing	\$57.71	\$115.42
	20 ea	63335-1 Coolant Connector kit (each additional foot) - Glycol Bath to Trunk Housing	\$5.28	\$105.60
	1 ea	61468 Overflow bottle kit	\$11.23	\$11.23
	1 ea	C22296A-20 Cord kit (20 Amp. Max) - for 4404, 4410 and 4414 single pump	\$13.11	\$13.11

Initial: _____

N. Wasserstrom & Sons Group

Date

1/29/2014

Item	Qty	Description	Sell	Sell Total
	1 ea	#730 Two year extended parts & labor warranty (net)		
	2 ea	57651ATP One Product Tru Pour Fob	\$252.86	\$505.72
10 ea		57653ATP Three Product Tru Pour Fob	\$711.45	\$7,114.50
1 ea		668 McDantim Trumix CO2-Nitrogen Double Blender 60% CO2-40% N2, 25% CO2-75% N2	\$989.53	\$989.53
8 ea		63178-4 Vent kit	\$25.26	\$202.08
1 ea		43833 High Pressure Nitrogen Drum Regulator	\$74.37	\$74.37
1 ea		40091AHP High Pressure Step Down Regulator - Bulk CO2	\$94.26	\$94.26
ITEM TOTAL:				\$23,695.92
142.0	1 ea	NITROGEN GENERATOR BY OTHERS Nitrogen Generator		
143.0	1 ea	SODA SYSTEM BY OTHERS Soda System		
144.0	1 ea	MOP SINK & FAUCET BY OTHERS Mop Sink & Faucet		
145.0	2 ea	CO2 / NITROGEN TANKS BY OTHERS CO2 / Nitrogen Tanks		
146.0	1 ea	RTI OIL RECOVERY SYSTEM BY OTHERS RTI Oil Recovery System		
147.0	1 lt	RUBBERMAID TRASH CONTAINER BY OTHERS Rubbermaid Trash Container		
148.0	16 ea	CORNER GUARDS N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Corner Guards - 2" x 2" x 102 high, Constructed of 18ga stainless steel, NSF.	\$40.00	\$640.00
149.0	6 ea	WALL CAPS N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Telescoping Wall Caps - 2" x 6" x 102" high, Constructed of 18ga stainless steel, NSF.	\$90.00	\$540.00

N. Wasserstrom & Sons Group

Date

1/29/2014

Item	Qty	Description	Sell	Sell Total
150.0	1 ea	WAIT STATION CABINET - RIGHT HAND N. Wasserstrom & Sons Model No. CUSTOM Custom Wait Station Cabinet Laminate top with 5" back and side splashes, black liner, 3/4" wood construction, laminate finish, adjustable midshelf,laminated kick plate, s/s trash chute- OVERALL SIZE 24X48	\$810.00	\$810.00
150.1	2 ea	WAIT STATION CABINET - LEFT HAND N. Wasserstrom & Sons Model No. CUSTOM Custom Wait Station Cabinet Laminate top with 5" back and side splashes, black liner, 3/4" wood construction, laminate finish, adjustable midshelf,laminated kick plate, s/s trash chute- OVERALL SIZE 24X48	\$810.00	\$1,620.00
151.0	7 ea	TOWEL WARMER BY OTHERS Towel Warmer		
152.0	1 ea	WAIT STATION CABINET N. Wasserstrom & Sons Model No. CUSTOM Custom Wait Station Cabinet Laminate top with 5" back and side splashes, black liner, 3/4" wood construction, laminate finish, adjustable midshelf,laminated kick plate - OVERALL SIZE 24X24	\$400.00	\$400.00
153.0	1 ea	DISPLAY COUNTER BY OTHERS Display Counter		
154.0	1 ea	TOOLBOX MOBILE POS STATION BY OTHERS Toolbox Mobile POS Station		
200.0	1 ea	BRICKYARD BAR TOP BY OTHERS Brickyard Bar Top		
201.0	1 ea	BRICKYARD BAR DIE WALL BY OTHERS Brickyard Bar Die Wall		
202.0	1 ea	HANDLEBAR BAR TOP BY OTHERS Handlebar Bar Top		

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Item	Qty	Description	Sell	Sell Total
203.0	1 ea	HANDLEBAR BAR DIE WALL BY OTHERS Handlebar Bar Die Wall		
204.0	2 ea	GLASSWASHER BY OTHERS Glasswasher		
205.0	12 ea	UNDERBAR SHELVING POST Focus Foodservice Model No. FG033G Post, 33"H, stationary, green epoxy coated with SaniGard™	\$4.44	\$53.28
205.1	2 ea	UNDERBAR SHELVING Focus Foodservice Model No. FF2142G Shelf, Wire, 21"W x 42"L, green epoxy coated finish	\$20.22	\$40.44
205.2	2 ea	UNDERBAR SHELVING Focus Foodservice Model No. FF1824G Shelf, Wire, 18"W x 24"L, green epoxy coated finish	\$14.57	\$29.14
205.3	2 ea	UNDERBAR SHELVING Focus Foodservice Model No. FF2148G Shelf, Wire, 21"W x 48"L, green epoxy coated finish	\$20.22	\$40.44
206.0	1 ea	HAND SINK Perlick Corporation Model No. TS12HS TS Series Underbar Hand Sink Unit, 12", (1) 10" X 14" sink compartment, no drainboards, 18-9/16" front to back w/6" splash, s/s construction	\$421.15	\$421.15
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	924GN-LF Lead Free Faucet w/goose neck spout, wall mounted	\$148.02	\$148.02
	1 ea	7055-48 Wet Waste Box, perforated, 1/2 size stainless steel pan with 1/8 diameter holes in bottom and 1/4" diameter holes on two sides	\$46.69	\$46.69
ITEM TOTAL:				\$615.86

N. Wasserstrom & Sons Group

Date



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Item	Qty	Description	Sell	Sell Total
207.0	2 ea	HAND SINK Perlick Corporation Model No. TS12HSN TS Series Underbar Hand Sink, 12", 10" x 14" x 9-1/4" sink, soap & towel dispenser, 18-5/8" front-to-back w/6" backsplash, s/s top, front end and legs	\$545.37	\$1,090.74
	2 ea	924GN-LF Lead Free Faucet w/goose neck spout, wall mounted	\$148.02	\$296.04
ITEM TOTAL:				\$1,386.78
208.0	2 ea	UNDERBAR BLENDER STATION Perlick Corporation Model No. ES18 Blender Equipment Stand, 18"wide, 26-3/4" deep, with flat worktop	\$499.12	\$998.24
209.0	1 ea	FROZEN DRINK MACHINE BY OTHERS Frozen Drink Machine		
210.0	3 ea	UNDERBAR N. Wasserstrom & Sons Model No. CUSTOM 20" Underbar dry storage / POS	\$400.00	\$1,200.00
212/215	1 ea	UNDERBAR, INSULATED STORAGE CHEST Perlick Corporation Model No. TS12U2 TS Series Storage Chest, 12", insulated, with six bottle wells, open chest, stainless steel	\$368.28	\$368.28
	1 ea	TS18 TS Series Underbar Drainboard, 18", embossed s/s top, 18-9/16" deep w/6" back splash, s/s front, ends and legs	\$304.84	\$304.84
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	Dual Bottle Rail, 30", factory installed	\$135.24	\$135.24
ITEM TOTAL:				\$808.36




1/29/2014

Item	Qty	Description	Sell	Sell Total
213.0	3 ea	GLASS CHILLER	\$1,823.34	\$5,470.02
		Perlick Corporation Model No. FR48		
		Glass Froster, 4 ft., underbar, self-contained refrigeration system, top opening with sliding doors, black vinyl clad exterior, s/s interior, top & doors, push button defrost, 115v/60/1-ph, 1/3 HP, 6.2 amps, cord & plug, NSF, UL, CUL		
	3 ea	120v/60/1-ph		
	3 ea	5 Yr. Compressor warranty		
	3 ea	Black Cabinet Finish		
	3 ea	Flat Shelving (2 Layers)	\$70.48	\$211.44
	3 ea	SR-S48RC Single Bottle Rail, 48", field installed	\$100.88	\$302.64
	3 st	57786 Set of casters (3-3/4"), for 2', 3', 4' & 5' models	\$39.21	\$117.63
ITEM TOTAL:				\$6,101.73
214.0	3 ea	BOTTLE COOLER	\$1,609.68	\$4,829.04
		Perlick Corporation Model No. BC60		
		Flat Top Bottle Cooler, 60"W x 24"D, self-contained refrigeration system, deep well design, (2) sliding doors, (21) case 12 oz long neck bottle capacity., black exterior, stainless steel interior, top & doors, condensate evaporator, 1/3 HP, 7.0 amps, cord & plug, NSF, UL		
	3 ea	120v/60/1-ph		
	3 ea	5 Yr. Compressor warranty		
	3 ea	Black Cabinet Finish		
	3 ea	No Lock (Standard, nc)		
	3 ea	Standard Refrigerator Thermostat		
	3 ea	3 Bin Dividers with supporting brackets	\$30.40	\$91.20
	3 ea	SR-S60RC Single Bottle Rail, 60", field installed	\$113.65	\$340.95
	3 st	57786 Set of casters (3-3/4"), for 2', 3', 4' & 5' models	\$39.21	\$117.63
ITEM TOTAL:				\$5,378.82




1/29/2014

Item	Qty	Description	Sell	Sell Total
217.0	1 ea	STANDARD ICE CHEST W/COLD PLATE Perlick Corporation Model No. TS24IC10 TS Series Ice Chest, 24", with 10 circuit cold plate, with ABS top ledge, modular, 24" wide x 18-9/16" deep, 6" splash, approximately 50-lb. ice capacity, stainless steel front & sides, 1-5/8" s/s legs with 1" adjustable thermoplastic feet	\$1,004.40	\$1,004.40
				
	1 ea	TS12U2 TS Series Storage Chest, 12", insulated, with six bottle wells, open chest, stainless steel	\$368.28	\$368.28
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	ICC24 Front and Back covers, for 24" ice chests	\$52.86	\$52.86
	1 ea	Single Bottle Rail, 36", factory installed	\$85.02	\$85.02
	1 ea	7055-265A Back splash cutout for soda lines	\$66.96	\$66.96
		ITEM TOTAL:		\$1,577.52
218.0	1 ea	PASS-THRU ICE BIN Perlick Corporation Model No. SS24IC10 SS Series Pass-thru Ice Chest, 10 circuit cold plate, 24" long, service station, 114 lb. ice capacity	\$1,362.10	\$1,362.10
				
	1 ea	ICC-SS24 Front and Back Covers, for 24" ice chests	\$77.54	\$77.54
	1 ea	Dual Bottle Rail, 24", factory installed	\$122.02	\$122.02
		ITEM TOTAL:		\$1,561.66
219.0	1 ea	BAR TAPS Perlick Corporation Included in Item #141 - Beer System		
219.0	2 ea	WATER SPRITZER Micro Matic USA Model No. GR-UCM Included in Item #220 - Custom Drainer		
220.0	2 ea	CUSTOM DRAINER Perlick Custom Model No. CM9278 Custom Drainer including Micro-Matic water spritzer GR-UCM	\$1,175.79	\$2,351.58
222.0	1 ea	BAR TOP PREP TABLE N. Wasserstrom & Sons Model No. CUSTOM Custom Bar Top Prep Table with overshelf and glass rack slides	\$1,606.00	\$1,606.00





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Item	Qty	Description	Sell	Sell Total
224.0	3 ea	UNDERBAR BOTTLE STEP DISPLAY UNIT Perlick Corporation Model No. TS18LS TS Series Liquor Display Unit, modular, 18" wide, 24" front-to-back, with 3-7/8" deep steps, stainless steel construction	\$335.68	\$1,007.04
				
	3 ea	4" Backsplash in lieu of std. 6" splash		
	3 ea	BG18 Bottle Guardrail Set, for TS18LS	\$47.14	\$141.42
ITEM TOTAL:				\$1,148.46
226.0	1 ea	CORNER DRAINBOARD N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated 90 Degree Corner Drainboard - 21.5" x 36" x 36.5"h Constructed of 18ga Stainless Steel with 16ga s/s top, NSF.	\$395.00	\$395.00
227.0	1 ea	UNDERBAR DRAINBOARD UNIT Perlick Corporation Model No. TS24 TS Series Underbar Drainboard, 24", embossed s/s top, 18-9/16" deep w/6" back splash, s/s front, ends and legs	\$331.72	\$331.72
				
	1 ea	4" Backsplash in lieu of std. 6" splash		
228.0	1 ea	FIXED OVER SHELF Perlick Custom Model No. PTS55.75-3	\$493.83	\$493.83
228.0	1 ea	UNDERBAR SINK Perlick Corporation Model No. TSS12HS TSS Series Underbar Sink Unit, 12", island type, (1) sink compartment, no drainboards, stainless steel construction	\$453.75	\$453.75
	1 ea	CM4734-IC48 Skirting, stainless steel, for pass thru cocktail station	\$167.40	\$167.40
	1 ea	PTS54-4 CUSTOM - Adjustable Overshelf, 54" x 15" w/removable glass racks & mounting brackets. INCLUDES SLIDING GLASS RACKS MOUNTED ON BOTTOM OF THIS SHELF	\$834.80	\$834.80
	1 ea	NOTE: Deck must be selected to mount faucet (faucet is not included)		
ITEM TOTAL:				\$1,455.95
228.1	1 ea	SPEED RAIL Perlick Corporation Model No. SR-D30R Dual Bottle Rail, 30", field installed	\$135.24	\$135.24
				

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Item	Qty	Description	Sell	Sell Total
228.1	1 ea	ADDITIONAL ADJUSTABLE OVERSHELF Perlick Custom Model No. PTS54-DRC-CUST Additional Adjustable Overshelf, 54" x 15" with removable perforated glass mats & brackets - INCLUDES SLIDING GLASS RACKS MOUNTED ON BOTTOM OF THIS SHELF	\$834.80	\$834.80
228.2	1 ea	SPEED RAIL Perlick Corporation Model No. SR-D18R Dual Bottle Rail, 18", field installed	\$111.01	\$111.01
				
228.2	1 ea	PASS THRU SKIRTING Perlick Custom Model No. SKIRTING Stainless Steel Skirting for the Service Side of the Pass Thru Station	\$167.40	\$167.40
228.4	1 ea	PASS-THRU ICE BIN Perlick Corporation Model No. SS24IC10 SS Series Pass-thru Ice Chest, 10 circuit cold plate, 24" long, service station, 114 lb. ice capacity	\$1,362.10	\$1,362.10
				
	1 ea	ICC-SS24 Front and Back Covers, for 24" ice chests	\$77.54	\$77.54
ITEM TOTAL:				\$1,439.64
228.5	1 ea	UNDERBAR, INSULATED STORAGE CHEST Perlick Corporation Model No. TSS12U2 TSS Series Storage Chest, 12", with 6 bottle wells, insulated, island type, stainless steel	\$361.67	\$361.67
228.6	1 ea	SPEED RAIL Perlick Corporation Model No. SR-D36R Dual Bottle Rail, 36", field installed	\$147.14	\$147.14
				
228.7	2 ea	UNDERBAR DRAINBOARD UNIT Perlick Corporation Model No. TSS12 TSS Series Underbar Drainboard, 12", island type, embossed s/s top, 18-5/8" deep, s/s front, ends and legs, TS series	\$275.33	\$550.66
228.8	1 ea	Perlick Corporation Model No. PTS-EPS End Panels. 7/8" x 32" x45" high, stainless steel	\$629.96	\$629.96

1/29/2014

Item	Qty	Description	Sell	Sell Total
324.0	26 ea	32" X 32" OUTDOOR TABLE TOP  Grosfillex Model No. 99841058 Exterior Table Top, 32" square, with umbrella hole, molded melamine, Catalan	\$93.79	\$2,438.54
325.0	26 ea	OUTDOOR DINING HEIGHT BASE  Grosfillex Model No. US624278 Pedestal Base 2000, resin, Amazon green	\$72.47	\$1,884.22
326.0	2 ea	42" ROUND OUTDOOR TABLE TOP Grosfillex Model No. 99881058 42" Round Table Top - Catalan	\$106.58	\$213.16
327.0	2 ea	DINING HEIGHT TABLE BASE  Grosfillex Model No. US850078 Y-leg Pedestal Base, Amazon green	\$66.51	\$133.02
328.0	289 ea	MIAMI BISTRO SIDECHAIR  Grosfillex Model No. US495578 Miami Bistro Sidechair, UV resistant resin, Amazon green	\$17.91	\$5,175.99
329.0	103 ea	QSL BAR STOOLS W/ BACKS Gasser Chair Model No. QSLW1 CRTD PER QSL SPECS: with License Plate Back, Carbon base and footrest finish	\$193.68	\$19,949.04
331.0	6 ea	EMMA NESTING CHAIR, BLACK WRINKLE METAL FINISH, HU Grand Rapids Chair Model No. N901 Emma nesting chair, black matte metal finish, Hunter Green vinyl, webbed seat.	\$128.42	\$770.52

N. Wasserstrom & Sons Group

Date

1/29/2014

Item	Qty	Description	Sell	Sell Total
331.0	6 ea	NESTING CHAIR Gasser Chair Model No. QSLC1 QSL-C1 Big Boy Chair Nesting Chair Welded Steel Frame Butyrate Glides UPH: Hunter Green Vinyl PVC Protective Seat Welt	\$100.00	<Alternate>
ITEM TOTAL: <Alternate>				\$600.00
400.0	1 ea	INBOUND FREIGHT - KITCHEN EQUIPMENT N. Wasserstrom & Sons Model No. IFRT&HANDLING Inbound freight from the mfg. to the Wasserstrom warehouse.	\$2,076.98	\$2,076.98
401.0	1 ea	OUTBOUND FREIGHT - HOOD PACKAGE N. Wasserstrom & Sons Model No. OFRT&HANDLING Direct Ship Freight for hood system	\$1,491.54	\$1,491.54
402.0	1 ea	OUTBOUND FREIGHT - WALK-INS Zink Model No. OFRT&HANDLINGB Direct Ship Freight for the Walk-In package	\$1,927.26	\$1,927.26
404.0	1 ea	OUTBOUND FREIGHT - KITCHEN EQUIPMENT N. Wasserstrom & Sons Model No. OFRT&HANDLING Outbound Freight & Handling - 2 truckloads from N. Wasserstrom & Sons to League City, TX	\$7,871.00	\$7,871.00
405.0	1 ea	INSTALLATION - ANSUL SYSTEM Captive-Aire Model No. INSTALLATIONB Fire system hookup	\$5,800.00	\$5,800.00
406.0	1 ea	INSTALLATION - KITCHEN EQUIPMENT N. Wasserstrom & Sons Model No. INSTALLATION Non-Union Labor unless otherwise specified in this document. Installation of equipment does not include installation of hoods/ductwork, refrigeration/erection of walk ins, stainless steel paneling, final plumbing or electrical connections, off premise trash removal or seating installation. This price is for one installer for 8 days with labor. 1 Day Return Trip for Punch Items and NWS Project Management Site Visit is Included.	\$11,864.50	\$11,864.50

N. Wasserstrom & Sons Group

Date

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Item	Qty	Description	Sell	Sell Total
407.0	1 ea	INSTALLATION - PANELS Zink Model No. INSTALLATIONB Assemble One 60'-5.5"x8'-8.5"x8'-6.25" Walk-In Combo Trim, Plug, And Caulk Hang Evaporator Coils Set Condensing Units Crane Charge Roof Cap	\$8,044.44	\$8,044.44
408.0	1 ea	INSTALLATION - REFRIGERATION Zink Model No. INSTALLATIONB Run And Supply Copper Refrigeration Line Sets (4 Total 40' Each Max) Systems Are PC And Charged At Factory Refrigeration Permits Start-Up ***Note Electrical And Metal Roof Curbs Not Included ***Note Weekend, Union And Night Labor Not Included ***Note Exterior Roof And Wall Penetrations Not Included. Pitch Pockets By Others	\$8,122.22	\$8,122.22
408.0	1 ea	INSTALLATION - DRAIN LINES Zink Model No. INSTALLATIONB Install And Supply Copper Drain Lines With Heat Tape On Freezer	\$1,550.00	<Optional>
409.0	1 ea	INSTALLATION - ICE MACHINE Zink Model No. INSTALLATIONB Ice Machine Install Set Condensing Units (2 Total) Run And Connect Pre-Charged Refrigeraton Line Sets (2 Total 50' Max Each) Start-Up ***Note Setting Head And Bin By Others ***Note Electrical And Water Line Not Included	\$2,105.56	\$2,105.56
410.0	1 ea	INSTALLATION - BEER SYSTEM Perlick Corporation Model No. INSTALLATIONB Installation of Beer System	\$5,888.89	\$5,888.89
450.0	1 ea	TAX REFUND N. Wasserstrom & Sons Model No. DISCOUNT Approximate Refund for tax charged on Freight and Installation of tax exempt items - this will need to be processed as a credit afterwards.	(\$450.00)	(\$450.00)

Merchandise	\$401,608.96
Tax (8%)	\$26,524.95
Total	\$428,133.91

Initial: _____

The prices on this quote will be held for 90 days from date of quotation provided delivery is within that period and your order is received within 30 days from the date of quotation. Compliance to local health, plumbing, electrical and ventilation codes are the responsibly of the buyer, any changes to equipment quoted required by local codes are therefore subject to price adjustments.
All prices are based on payment by cash, check or wire.

Acceptance: _____

Date: _____

Printed Name: _____

CAUSE NO. 22-CV-0675

SALT & PEPPER RESTAURANTS,) IN THE DISTRICT COURT
INC.)
)
Plaintiff,)
)
VS.) GALVESTON COUNTY, TEXAS
)
TIGHT ENDS SPORTS BAR &)
GRILL, LLC, and TIMOTHY)
DUNGAN)
)
Defendants.) 56TH JUDICIAL DISTRICT

ORAL DEPOSITION OF

TIMOTHY DUNGAN, INDIVIDUALLY and as

CORPORATE REPRESENTATIVE of

TIGHT ENDS SPORTS BAR & GRILL, LLC

MAY 24, 2023

ORAL DEPOSITION OF TIMOTHY DUNGAN, INDIVIDUALLY and
as CORPORATE REPRESENTATIVE of TIGHT ENDS SPORTS BAR &
GRILL, LLC, produced as a witness at the instance of
PLAINTIFF, and duly sworn, was taken in the
above-styled and numbered cause on Wednesday, MAY 24,
2023, from 9:59 a.m. to 1:37 p.m., before Kathleen
Rossi Tyler, CSR in and for the State of Texas,
recorded by machine shorthand, at the offices of GRAY
REED & MCGRAW, LLP, 1300 Post Oak Boulevard, Suite
2000, Houston, Texas, pursuant to the Texas Rules of
Civil Procedure and the provisions stated on the record
or attached hereto; that the deposition shall be read
and signed before any notary public.

JOB NO. 6379052-001

A P P E A R A N C E S

FOR PLAINTIFF:

MR. PRESTON T. KAMIN
GRAY REED & MCGRAW, LLP
1300 Post Oak Boulevard, Suite 2000
Houston, Texas 77056
(713) 986-7000
e-mail: pkamin@grayreed.com

FOR DEFENDANTS:

MR. JOHN P. HENRY
JOHN HENRY & ASSOCIATES, PLLC
407 West Liberty Avenue
Round Rock, Texas 78664
(972) 338-3630
e-mail: jhenry@jhenrylaw.com

ALSO PRESENT:

MS. GRETA ANDERSEN

1 Plano location?

2 A. Yes.

3 Q. Did Mr. Whelan or Mr. Harvard help you select
4 the Plano location?

5 A. No.

6 Q. Who did?

7 A. Me.

8 Q. Did you have a broker?

9 A. No.

10 Q. Going to Paragraph 16, it states, "Unknown to
11 Tight Ends, however, TxDOT had for some time been
12 preparing to close the exit ramp, which would allow
13 easy access to the leasehold premises." But then it
14 says, "Within months of signing the lease, the access
15 ramp was closed." Is that true?

16 A. That's true.

17 Q. So it would have been sometime in the summer of
18 '16?

19 A. '17.

20 Q. But you signed the lease in '16, right?

21 A. I signed the lease in '16. Opened at the end
22 of September of '16.

23 Q. So that's not correct?

24 A. Yeah. And then within six, seven months after
25 that, yes, then that's when the construction started.

1 Q. So that would have been almost a year after
2 Mr. Lakhani told you it had access to -- similar to
3 Plano?

4 A. Correct.

5 Q. And your contention is that he knew at that
6 time what they were going to do?

7 A. Yes.

8 Q. But you don't have any evidence or documents to
9 support that?

10 A. No, no.

11 Q. So on 17, when it says they "knew the road
12 construction was going to incur but intentionally
13 misled Tight Ends by failing to disclose material
14 information," that's based on -- you don't have any
15 facts or evidence to support that?

16 A. I don't.

17 Q. So going back up to 16, that would have been in
18 '17 that it was closed?

19 A. Correct.

20 Q. And at that time --

21 A. That project started, I believe, in '17.

22 Q. Okay. At that time did you e-mail Mr. Lakhani
23 or anyone at Salt & Pepper?

24 A. I don't believe so. I did meet with him.

25 Q. When did you meet with him?

1 construction. And I was trying to find a -- a correct
2 solution to it, and that was his -- that was his
3 solution.

4 Q. The construction didn't have anything to do
5 with the leased premises. Is that your contention?

6 A. Yeah. The construction on the freeway impacted
7 the leased premise. Absolutely it did.

8 Q. But that was the access road. That wasn't
9 connected to the leased premises?

10 A. Correct.

11 Q. Okay. And that's the basis of your claim?

12 A. Correct.

13 Q. And you understand that Salt & Pepper doesn't
14 have any control over what TxDOT does, right?

15 A. I understand that.

16 Q. And there's no provision in Exhibit 9 that
17 you're aware of that allows a reduction in rent if
18 there's a highway shut in or condemned, is there?

19 A. Not that I'm aware of.

20 Q. There's no provision in Exhibit 9 that allows
21 you to collect damages for any business disruption, is
22 there?

23 A. No.

24 MR. KAMIN: Can we take a quick break
25 bathroom break?

1 A. Correct.

2 Q. And do you know when the ramp was closed?

3 A. I do not.

4 Q. It looks like your revenues go up in December
5 of '17.

6 A. Okay.

7 Q. Is that correct?

8 A. Looks like it, yeah.

9 Q. So do you think the ramp was closed then?

10 A. No.

11 Q. What about in March of 2018?

12 A. I do. I do believe it was closed back then.

13 Absolutely. Because if I remember correctly, it was in
14 the summer of 2018 that I met with your client.

15 Q. And your allegation is that my client, back in
16 May of 2016, knew?

17 A. Approximately.

18 Q. That that ramp was going to be closed, right?

19 A. That's correct.

20 Q. Okay. But you don't have any documents or
21 other evidence to support that?

22 A. I do not.

23 Q. Have you ever dealt with TxDOT before?

24 A. Not personally, no.

25 Q. How -- how do these -- how does Exhibit 12

1 CAUSE NO. 22-CV-0675

2 SALT & PEPPER RESTAURANTS,) IN THE DISTRICT COURT
3 INC.)
4 Plaintiff,)
5 VS.) GALVESTON COUNTY, TEXAS
6 TIGHT ENDS SPORTS BAR &)
7 GRILL, LLC, and TIMOTHY)
8 DUNGAN)
9 Defendants.) 56TH JUDICIAL DISTRICT

9 REPORTER'S CERTIFICATION
10 ORAL DEPOSITION OF
11 TIMOTHY DUNGAN, INDIVIDUALLY and as
12 CORPORATE REPRESENTATIVE of
13 TIGHT ENDS SPORTS BAR & GRILL, LLC
14 MAY 24, 2023

12 I, Kathleen Rossi Tyler, a Certified Shorthand
13 Reporter in and for the State of Texas, hereby certify
14 to the following:

15 That the witness, TIMOTHY DUNGAN, was duly sworn by
16 the officer and that the transcript of the oral
deposition is a true record of the testimony given by
the witness;

17 That the deposition transcript was submitted on
18 _____, 20____, to the witness, or to the
attorney for the witness, for examination, signature,
19 and return to U.S. Legal Support, Inc., by _____,
20 20____;

21 That the amount of time used by each party at the
22 deposition is as follows:

23 MR. PRESTON T. KAMIN - 2:26

24 MR. JOHN P. HENRY - NONE

25 That pursuant to information given to the deposition
officer at the time said testimony was taken, the
following includes counsel for all parties of record:

1 MR. PRESTON T. KAMIN, ATTORNEY FOR PLAINTIFF.
2 MR. JOHN P. HENRY, ATTORNEY FOR DEFENDANTS.

3 I further certify that I am neither counsel for,
4 related to, nor employed by any of the parties or
5 attorneys in the action in which this proceeding was
6 taken, and further that I am not financially or
7 otherwise interested in the outcome of the action.

8 Further certification requirements pursuant to Rule
9 203 of TRCP will be certified to after they have
10 occurred.

11 Certified to by me this, the 6th day of June, 2023.
12

13 

14 KATHLEEN ROSSI TYLER
15 TEXAS CSR NO. 8874
16 Expiration Date: 09-30-24

17 U.S. LEGAL SUPPORT, INC.
18 Firm Registration No. 122
19 16825 Northchase Drive, Suite 800
20 Houston, Texas 77060
21 (713) 653-7100
22
23
24
25

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Jackie Kish on behalf of Preston Kamin

Bar No. 24062817

jkish@grayreed.com

Envelope ID: 78845190

Filing Code Description: Motion for Summary Judgment

Filing Description: Plaintiff's Motion for SJ on Tight Ends Counterclaim

Status as of 8/23/2023 3:22 PM CST

Associated Case Party: Salt & Pepper Restaurants, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Preston TKamin		pkamin@grayreed.com	8/23/2023 3:17:23 PM	SENT
Tyler J.McGuire		tmcguire@grayreed.com	8/23/2023 3:17:23 PM	SENT
Justin R.Cowan		jcowan@grayreed.com	8/23/2023 3:17:23 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jackie Kish		jkish@grayreed.com	8/23/2023 3:17:23 PM	SENT

Associated Case Party: Tight Ends Sports Bar & Grill, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
John Henry		jhenry@jhenrylaw.com	8/23/2023 3:17:23 PM	SENT